*Waterbury Board of Education*

THE CITY OF WATERBURY 236 Grand Street ~ Waterbury, CT 06702 203-574-8009

# M E M O R A N D U M

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

**DATE:** July 9, 2024

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

**SUBJECT:** Notice of Workshop/Committee Meetings, July 11, 2024, Rotella Magnet School

The Committees of the Board of Education will meet on Thursday, July 11, 2024, 5:30 p.m., Rotella Magnet School – Café, 380 Pierpont Road, Waterbury, Connecticut.

*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/DTAKwD-c4Zk.*

## A G E N D A

**SILENT PRAYER**

**PLEDGE ALLEGIANCE TO THE FLAG**

**PUBLIC SPEAKING**

1. *Committee on Finance/3 minutes* ~ Request approval to apply for the 2024 CSDE 21st Century Community Learning Centers Grant for Duggan and Waterbury Arts Magnet Schools – L. A. Brown, J. Frenis.

2. *Committee on Finance/3 minutes* ~ Request approval to apply for the 2024 CSDE 21st Century Community Learning Centers Grant for Generali School – L. A. Brown, J. Frenis.

3. *Committee on Finance/3 minutes* ~ Request approval to apply for the CSDE Smart Start for Recovery Grant – M. Bergin, L. A. Brown, J. Frenis.

4. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement with Savvas Learning Company LLC to provide Secondary Mathematics Instructional Materials (Grades 9-12) – J. Frenis.

5. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement with Benchmark Education Company LLC to provide a Core Elementary Reading and Language Arts Program K-5 – J. Frenis, D. Mortensen.

6. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement with Savvas Learning Company, LLC to provide English/Language Arts Core Programs for Grades 6-8 and 9-12 – J. Frenis, J. Sarja.

7. *Committee on Finance/2 minutes* ~ Request approval of a Services Agreement with ArbiterSports to provide ArbiterPay – a platform to streamline management payment process for middle and high school athletic programs – J. Frenis, J. Gorman.

8. *Committee on Finance/2 minutes* ~ Request approval of Amendment Two (2) to the Memorandum of Understanding with Post University for Academic Partnership/High School Academy at Post University – J. Frenis, M. Merati.

9. *Committee on Finance/2 minutes* ~ Request approval of Amendment Two (2) to the Construction Contract with All Trade Industries, LLC for the conversion of the Crosby High School Weight Room and Firing Range into Physical Education Space – N. Albini.

10. *Committee on Finance/2 minutes* ~ Request approval of a *Professional Services Agreement* with Hibbard & Rosa Architects, LLC for Bergin Education Complex Roof Replacement Construction Administration Services – N. Albini.

11. *Committee on Finance/2 minutes* ~ Request approval of an *Engineer Agreement* with Hibbard & Rosa Architects, LLC for Bergin Education Complex Roof Replacement Design and Engineering Services – N. Albini.

12. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement with Central Connecticut State University for Central Inspire Teacher Residency Program – G. Thazhampallath.

13. *Committee on Finance/5 minutes:*
    a) FYI - ARP/ESSER Update – D. Biolo.
    b) FYI - Monthly Expenditure Report for May – D. Biolo.

14. *Committee of the Whole/2 minutes* ~ Request approval of a Memorandum of Understanding with Junior Achievement of Southwest New England to teach students personal financial literacy – N. Toucet.

15. *Committee of the Whole/25 minutes* ~ Operations Department Updates – N. Albini:
    a) Security & School Safety – D. Barry.
    b) Facilities Operations – N. Albini

16. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by school organizations and/or City departments – N. Albini.

17. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by outside organizations and/or waiver requests – N. Albini.

18. *Deputy Superintendent's Update*

19. *Superintendent's Notification to the Board/5 minutes:*

    a. Grant funded appointments:

| *Name* | *Position/ Location* | *FT/ PT* | *Rate* | *Union* | *Funding* | *Effective* |
|---|---|---|---|---|---|---|
| Andino, Betzaida | Parent Liaison Reed | FT | $20.51/hr | UPSEU 69 | Title I/A 24-26 | 08/19/24 |
| Dessalines, Michael | CT Teacher Res.- Classroom Asst. Bunker Hill | FT | $18.19/hr | F UPSEU 68 | Alliance 24-25 | 6/27/24 |
| Dinis, Erica | Office Manager Educ. Grants | FT | $21.50/hr | UPSEU 69 | Title I/A 23-25 | 06/13/24 |
| Generali, Matthew | Behavior Counselor West Side MS | FT | $25/hr | F UPSEU 69 | SIG 8 WS 24-25 | 08/19/24 |
| Ianantuoni, Bart | CT Teacher Res. Classroom Asst. Rotella | FT | $18.19/hr | F UPSEU 68 | Alliance District 24-25 | 6/27/24 |
| Maldonado, Larenzo | Parent Liaison Enlight. & State ST | FT | $20.51/hr | UPSEU 69 | Priority 23-24 | 08/19/24 |
| Matos-Velazquez, Alexander | Behavior Counselor Enlightenment | FT | $23/hr | F UPSEU 69 | Priority 23-24 | 08/19/24 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Santiago, Jennifer | Parent Liaison Chase School | FT | $20.51/hr | UPSEU 69 | Title I/A 23-25 | 08/19/24 |
| Serrano, Mariah | Prevention Spec. Enlightenment | FT | $18.14/hr | F UPSEU 69 | Priority Schools 23-24 | 08/19/24 |
| Thomas, Martha | Library Tech Aide Rotella | FT | $18/hr | UPSEU 69 | ID Rotella 24-25 | 08/19/24 |
| Thompson, Barbara | Tutor/Our Lady of Mt Carmel | PT | $35/hr | NONBOE | Title /A 23-25 | 08/29/24 |
| Washington, LaQuelle | CT Teacher Res. Classroom Asst. Tinker | FT | $18.19/hr | F UPSEU 68 | Alliance 24-25 | 6/27/24 |

b. Miscellaneous Summer School appointments:

| *Name* | *Position/Program* | *Location* |
|---|---|---|
| Gartman, Alexandera | ELA Teacher – HS Summer Credit Recovery | WCA |
| Murphy, Heather | Teacher of Hearing Impaired/ESY | |
| Musco, Michelle | EAS Summer School Secretary | |
| Saucier, Anne Marie | Special Education Teacher/ESY | |
| Zappone, Koren | Para – ESY | |
| Belcher, Donajean | Summer Admin Mentor | Gilmartin |
| Brown, Erik | Summer Admin Mentor | Reed |
| Cullen, Donna | Summer Admin Mentor | W. Cross |
| DiGiovanni, Melisa | Summer Admin Mentor | Duggan |
| Newmark, Cathleen | Summer Admin Mentor | WCA |
| Renna, Karen | Summer Admin Mentor | Carrington |
| Smalley, George | Summer Admin Mentor | KHS |

c. Miscellaneous assignments and transfers effective July 1, 24:

| | |
|---|---|
| Brown, Erik | change of assignment from Principal Kingsbury to Principal of Reed |
| Drewry, Ann | involuntary transfer from Wendell Cross VP to Driggs VP |
| Irrera, Ray | involuntary transfer from Sprague VP to Wendell Cross VP |
| Mays, Kim | involuntary transfer from Reed VP to Sprague VP |
| Sam, Hannah | involuntary transfer from Vice Principal of Driggs to Principal of Kingsbury |

d. Resignations:

| *Name* | *Assignment* | *Effective* |
|---|---|---|
| Guerrera, Olivia | Kingsbury/Grade 4 | 07/01/24 |
| Mortensen, Dena | Supervisor of Elementary Reading and LA | 08/23/24 |
| Murray, Rachel | Science 7-8/Carrington | 08/02/24 |
| Pratt, Colin | Social Studies/Gilmartin | 07/03/24 |
| Tehan, Kyle | PE-Health/CHS and coaching positions | 07/08/24 |

**ADJOURNMENT**

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

#1 & #2

# Waterbury Public Schools

## Office of Competitive Grants

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

July 8, 2024

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

**Re: 21st Century Community Learning Center Grants (2024)**

Dear President Hernandez and Board of Education Commissioners:

The Connecticut State Department of Education recently announced that it is holding a new grant competition for 21st Century Community Learning Centers (CCLC) grants to support after school programs. Funding for these after school grants comes through a federal grant from the U.S. Department of Education. These used to be five year grants for which WPS applied and was awarded multiple grants from each round of competition, over the past several years.

This year several changes to the grant program are being implemented. This new round of grants will be awarded for a three year grant period (instead of five years) with a 25% cap (up from 20% cap) on use of grant funds for student transportation, and 100% funding in years 1, 2, and 3 (except for student transportation costs over 25% of the grant, if any), with no 4th or 5th year when the grant awards are cut to 75% then 50%, respectfully. Instead, depending on funding availability and grantee performance, successful applicants may be able to apply for another three year grant. More grant details appear in my attached Grant Highlights document.

I have worked with CAO Janet Frenis and After School Coordinator Jeffrey Lapham to bring requests from multiple principals together for this year's applications. WPS will apply for a program at Generali Elementary School for students in grades 3-5, and a program at Duggan Elementary School and WAMS for students in grades 6-8. All of the program applications will request funding to support homework help, academic enrichment, recreation, prevention activities, and family engagement. Student transportation home will be provided; and thus far, the draft budgets come in below the acceptable new 25% cap on student transportation—meaning no matching costs are needed for transportation overages.

Also this year, CSDE is offering an opportunity to apply for $30,000 to bring high school students interested in careers in education to work as Interns in after school programs for younger students. I am working with district staff to try to develop a plan to apply for this separate funding too.

The deadline for proposals is July 23, 2024. No matching funds are required. I respectfully request your permission to apply for these 21st CCLC afterschool grants, and the supplemental funding available for Student Intern Programs in the after school programs.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin
Doreen Biolo
Janet Frenis

**21st Century Community Learning Centers (CCLC) Grant**
**CT State Department of Education**
**July 8, 2024**
**Louise Allen Brown, WPS Grant Writer**

## Grant Highlights

**Program Purpose:**
"The purpose of the grant is to fund community-learning centers that provide students with academic, enrichment, recreational, and social and emotional support opportunities outside of regular school hours and to consistently serve the same students over a prolonged period." [Grant Guidance]

**Eligible Applicants:**
"Eligible applicants must serve schools where at least 40 percent of students are eligible to receive free or reduced-price meals…." [Grant Guidance] (We are verifying Free/Reduced rates per school, although the district uses CEP/universal feeding for 100% of students). Eligible lead applicants may be LEAs, RESCs, community-based applications. Applications submitted by an LEA must include details of at least one partner applicant. (See details in Projects below.)

**Grant Period:** Three years, beginning 2024-25.

**Grant Amount and Matching Funds:** No matching funds are required, because the student transportation costs for the WPS proposals do not exceed the allowable 25% of the budgets.

This year the maximum amount of each grant request is determined by the number of students in the program, the number of program days, and whether or not the district provides student transportation. (See details in Budget below.)

**Number of Awards:** The number of grant awards depends on the number of applicants, number of centers proposed, and on funds available.

**Application Deadline:** July 23, 2024

**Program Description:**
According to Grant Guidance, the "specific purposes of the 21st CCLC program are to:

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

**Required Program Elements:** Homework Help, academic enrichment (ELA and STEAM), recreation, an array of prevention programs and activities, and family engagement activities.

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

**Proposed Waterbury Projects:**
With input from other district staff, the Grant Writer will continue to develop, prepare, and submit two (2) new 21st CCLC afterschool grant applications as Lead Applicant for the following schools:

21st CCLC Grant [CSDE] – Generali Elementary School (grades 3-5)
21st CCLC Grant [CSDE] – Duggan and WAMS (grades 6-8)

The program for elementary grades (3-5) will meet four days per week for 2.5 hours per day, for 103 days. The programs for middle school grades (6-8) will meet three days per week for 2 hours per day, for 80 days. Program days do not include school holidays or half days. Programs will operate from early October to the end of May.

The district's primary recreation partners for the grants are the Waterbury Bureau of Recreation for Generali, and CO Sports for Duggan and WAMS. Certified teachers and recreation staff (with guidance and input from the Waterbury Bureau of Recreation, and CO Sports (a non-profit organization) will conduct activities on site. The recreation partners will provide recreation staff when possible and assist the district in putting together recreation staff for the after school programs.

Homework help will be provided, and academic enrichment, recreation, and positive youth development activities will be scheduled into after school time and delivered through onsite staff as well as multiple additional collaborating community agencies. Ongoing family engagement activities will be conducted. Additionally, several community-based agencies will collaborate on delivering a variety of activities.

**Proposed Waterbury Budgets:**
The budgets are still under development; therefore, it may be necessary to make some minor changes prior to submission. Grant guidance provides that for each student in a WPS after school program, with student transportation to home provided, the district may request $23/day of the program for their grant. All WPS schools will provide student transportation home, as in the past. For Generali (30 students), the program will operate for 103 days; for Duggan (40 students) and WAMS (30 students), the after school program will operate for 80 days. Student transportation costs cannot, and for WPS do not, exceed 25% of the budgets. Also, 5% of the budget is required for State grant evaluation (year 1), 5% yearly is required for family engagement, and no less than 75% of the budget must be designated for direct services each year, etc. If funded, an applicant may be invited by CSDE to apply for a second three-year grant based on availability of funds, and grantee performance in the first three years.

**Student Intern Program Grant:**
Supplemental Funding for the Student Intern Program is an option on which district staff are working, to develop possible Student Intern programs. Applicants may apply for up to $30,000 to operate a program in which high school students serve as interns in the after school program during the school year. Interns may assist teachers and recreation leaders in the after school program. The WPS programs would position Interns with teachers and recreation leaders to provide students with additional one-on-one assistance with homework help, academic and/or other assignments, and prevention (including social emotional skill building), or recreational activities. The grant guidance requires having an Intern Coordinator to manage the Intern Program; WPS will include the coordinator role in the Intern Supplemental Funding applications. If feasible, WPS will apply for Supplemental Student Intern Program funding to augment the 21st CCLC main grant applications for Generali, Duggan and WAMS.

#3

# Waterbury Public Schools

## Office of Competitive Grants

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

July 8, 2024

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

**RE: Smart Start for Recovery Grant FY25**

Dear President Hernandez and Education Commissioners:

The Connecticut Office of Early Childhood (COEC) has announced it is accepting applications in eGMS for FY25 Smart Start for Recovery Grant funding (continuation) to facilitate preschool classes. Once again this year the district will seek the grant funding to continue two preschool classrooms at the Roberto Clemente International Dual Language School.

The allocation to Waterbury for this grant for FY25, as in previous years, is $150,000. Grant funds will cover salary predominantly, and perhaps a small portion of fringe benefit costs. Remaining fringe benefit costs over the $150,000 grant would have to come from local/other funds. Additional details of this grant opportunity are described in my Grant Highlights document attached hereto.

I have requested the approval of CFO Doreen Biolo in light of the local/other funding needed to cover the costs of salary and fringe benefits in excess of the $150,000 grant funds. I respectfully request your permission to apply for the Smart Start for Recovery Grant FY25, contingent upon CFO Biolo's approval.

The application deadline date is July 26, 2024. Thank you for your consideration.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin
Doreen Biolo
Janet Frenis
Maureen Bergin

**Smart Start for Recovery Grant FY25**
**Connecticut Office of Early Childhood (OEC)**
**July 8, 2024**
**Louise Allen Brown, WPS Grant Writer**

## Grant Highlights

**Program Purpose:**
The OEC has been making the Smart Start for Recovery grants available to expand the availability of preschool programs in public schools in communities with an unmet need. Originally these funds were guaranteed to successful grantees for two years. Last year an additional continuation year of funding was provided. Again this year, for FY25, additional continuation funding is allocated to Waterbury Public Schools. An application in eGMS is required.

**Eligible Applicants:**
Eligible districts are those to which OEC has allocated continuation funding for FY25, including Waterbury Public Schools.

**Grant Period:**
July 1, 2024-June 30, 2025

**Grant Amount:**
$150,000.

**Use of funds:**
These grant funds are used in Waterbury for salaries of two certified preschool teachers and two classroom aides at the Roberto Clemente International Dual Language School.

**Matching Funds:**
The district bears responsibility for personnel costs in excess of the $150,000 grant funds, for the four preschool staff at the Roberto Clemente International Dual Language School.

**Application Deadline:**
July 26, 2024

**Waterbury Public Schools (WPS) Project Description:**
WPS proposes to use grant funds to defray the personnel costs (salary and fringe benefits) of two certified teachers and two classroom aides for two preschool classrooms at the Roberto Clemente International Dual Language School.

**Waterbury Public Schools Project Budget:**
An amount of approximately $140,000 will be used from this grant to cover salaries of two certified teachers and two classroom aides for two preschool classrooms at the Roberto Clemente International Dual Language School for FY25. An amount of approximately $10,000 will be used from this grant to contribute to the costs of fringe benefits for the four preschool staff. However, the majority of fringe benefit costs will come from the school district. For that reason, CFO Doreen Biolo has been asked to approve the district's applying for the FY25 Smart Start for Recovery Grant.

# Smart Start for Recovery FY 25 Continuation Grant
# Signature Page

July 1, 2024 to June 30, 2025

These signatures indicate approval of the application submitted by _____(district name) to continue providing a preschool program through the Smart Start grant for the period of July 1, 2024 to June 30, 2025. This program includes the following services:

| Number of Smart Start for Recovery classrooms | Number of children served through Smart Start for Recovery | Additional children served in Smart Start for Recovery classroom |
|---|---|---|
| | | |

| Annual Operating Expenses Requested |
|---|
| $ |

I hereby certify that the information contained in the district's Smart Start continuation application is true and accurate to the best of my knowledge and belief.

_____ _____

Chairperson, Board of Education Date

_____ _____

Chief Elected Official Date

#4

WATERBURY
PUBLIC SCHOOLS

**Beth Corbin**
Supervisor of Secondary Math
elizabeth.corbin@waterbury.k12.ct.us

**To:** Honorable Board of Alderman
Honorable Board of Education

**From:** Beth Corbin, Supervisor of Secondary Math

**Date:** June 4, 2024

**Subject:** Contract Between the City of Waterbury and Savvas

The Department of Education respectfully requests your review and approval of the contract with **Savvas** for ***enVision Mathematics***, a new core Mathematics program for High School. The contract also includes ***Successmaker***, a supplemental program for students in need of math intervention with the core program. Additionally, it includes ***Demana AP Pre-Calculus and Demana AP Calculus***, to support our students taking Pre-Calculus and Calculus. All programs additionally include student licenses to online platforms.

All high school students, approximately 5,400 children, will use *enVision Algebra 1, enVision Geometry, enVision Algebra 2, Demana AP Pre-Calculus,* or *Demana AP Calculus*. Of the 5,400 high school students all bilingual and multilingual students will also use *enVision Mathematics* with the option for 50 different language translations.

*enVision Mathematics* comes highly recommended by EdReports and incorporates the Math Common Core State Standards and Math Practices. The program incorporates conceptual understanding, procedural practice, and application with activity-based learning including problem-solving and collaboration which is outlined in the Portrait of a Graduate.

The Alliance Grant will be used to fund this contract. The contract is for a duration of four years (July 2024 to July 2028) and totals **$987,173.34** for all print and online materials as well as professional development. The Department of Education will have an opportunity to extend the contract beyond July 2028 if desired.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7906
For
Secondary Mathematics Instructional Materials (Grades 9-12)
between
The City of Waterbury, Connecticut
and
Savvas Learning Company 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 SAVVAS LEARNING COMPANY LLC, a Delaware Limited Liability Company located at 15 Midland Avenue, Suite 502, Paramus, New Jersey (the "Contractor").

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7906 to provide comprehensive Secondary Mathematics instructional materials for grades 9 through 12, including all lessons, resources, and assessments as well as professional learning and program implementation support; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7906; and

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

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

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

**1.1.** The Project consists of and the Contractor shall provide a four-year subscription to Contractor’s comprehensive Secondary Mathematics instructional program and materials for grades 9 through 12, including courses in Algebra 1, Geometry, Algebra II, Precalculus and Calculus, including all lessons, resources, and assessments as well as professional learning and program implementation support, aligned to the Common Core State Standards, as detailed and described in the Bid Documents in and which are hereby made material provisions of this Contract. Programs provided by Contractor shall

include:

• enVision A|G|A® Common Core ©2024 for Algebra 1, Geometry, and Algebra 2
• SuccessMaker®: Foundations of High School Math
• Precalculus: Graphical, Numerical, Algebraic Common Core, 10th Edition ©2019 (Demana, et al), published by Pearson
• Calculus: Graphical, Numerical, Algebraic, Sixth Edition, Advanced Placement®* (AP®) Edition ©2020 (Demana, et al), published by Pearson.

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

**1.1.1** The City's solicitation documents, RFP No. 7906 (attached hereto)
**1.1.2** Contractor's revised 4-year cost proposal dated May 9, 2024 (attached hereto)
**1.1.3** Contractor's Response to RFP No. 7906 dated March 13, 2024 (attached hereto)
**1.1.4** Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
**1.1.5** Certificates of Insurance, incorporated by reference
**1.1.6** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
**1.1.7** All Required Licenses

**1.2.** 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 Contractor's revised 4-year cost proposal dated May 9, 2024 (attached hereto).
1.2.3 Contractor's Response to RFP No. 7906 dated March 13, 2024 (attached hereto)
1.2.4 The City's solicitation documents, RFP No. 7906.
1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

**2**. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have

the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. A**s** 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 unless legally prohibited from doing so. 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 eases, 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.

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

**5. Contract Time**. The term of this Contract shall be for a period commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary

approvals and terminating June 30, 2028, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. The City shall have the right to extend the term of this contract for two separate 1-year periods, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base contract ("Contract Time").

**5.1.** 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 for the initial four (4) year term of this Contract shall not exceed Nine Hundred Eighty-Seven Thousand One Hundred Seventy-Three and 34/100 Dollars ($987,173.34), inclusive of shipping and handling.

The compensation shall be paid in conformity with Contractor's revised 4-year cost proposal dated May 9, 2024 (attached hereto) in Response to RFP No. 7906, 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 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative

to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7906 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.** Except in the case of digital products (for which licenses shall be granted), 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 third-party claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees to the extent arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.**In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone

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

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

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

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

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

## 9. Contractor's Insurance.

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

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

employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

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

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

**9.4.2 Automobile Liability Insurance: $1,000,000.00** combined single limit (CSL) each Accident, Any Auto, All Owned and Hired Autos

**9.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability: Each Accident **$1,000,000.00,** Disease Each Employee **$1,000,000.00,** Disease Policy Limit **$1,000,000.00**

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

**9.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **$1,000,000.00** each occurrence and **$1,000,000.00** Aggregate.

**9.4.5 Professional Liability / E&O Insurance: $1,000,000.00** each wrongful act, **$1,000,000.00** Aggregate coverage.

Additional Insured Language: The City of Waterbury and its Board of Education is listed as additional insured on a primary and non-contributory basis on all policies except

Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability and Builders Risk.

**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:** Additional insured status and waiver of subrogation on all lines of coverage except Professional Liability will occur by operation of policy language, rather than separate endorsement. 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 **.** 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 confirming the City's additional insured status by operation of policy language.

**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, and the Federal American Recovery and Reinvestment Act of 2009 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.

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 or the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

**12. Intentionally left blank.**

**13. Termination.**

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

Contractor's pre-existing intellectual property, 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. Notwithstanding the foregoing, any potential claim for damages will be based on actual direct damages and Contractor's total liability will not exceed the City's actual and documented damages for the item for which Contractor is determined to be in breach.

**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.** With the exception of Contractor's pre-existing products and services, for which Contractor retains all intellectual property rights, ~~I~~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. except as relates to products and services delivered satisfactorily by Contractor prior to such termination.

**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 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. Notwithstanding the foregoing, Contractor reserves the right to assign any resulting contract, without any consent of the City, in connection with a merger, acquisition, or sale of all or substantially all of Contractor's assets. Should such an event occur during the life of this Contract, Contractor agrees to notify the City as soon as reasonably practicable and ensure that the pricing, terms and conditions of this Contract will be binding on any successor.

**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 RFP No. 7906 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 7906.

**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 he 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:

Savvas Learning Company LLC
Attention: Legal Counsel
15 Midland Avenue, Suite 502
Paramus, NJ 07652

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 he 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 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.

**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:**

Sign:_____

Print name:

Sign:_____

Print name:

**CITY OF WATERBURY**

By:_____

Paul K. Pernerewski, Jr., Mayor

Date:_____

**WITNESSES:**

Sign:_____

Print name:

Sign:_____

Print name:

**SAVVAS LEARNING COMPANY LLC**

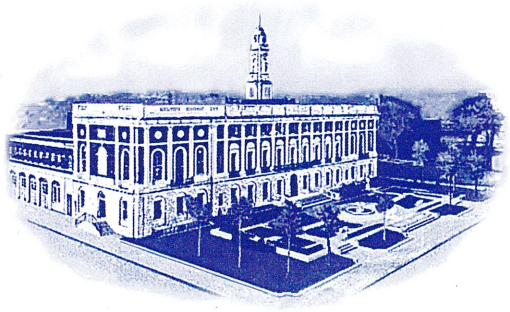
By:_____

Its:_____

Date:_____

1. The City's solicitation documents, RFP No. 7906 (attached hereto)
2. Contractor’s revised 4-year cost proposal dated May 9, 2024 (attached hereto)
3. Contractor’s Response to RFP No. 7906 dated March 13, 2024 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document

**KEVIN McCAFFERY**
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

May 28, 2024

Greer Morgan
Savvas Learning Company LLC
15 East Midland Avenue
Suite 502
Paramus, NJ 07652

RFP# 7906
Project: Secondary Mathematics Instructional Materials (9-12)

Dear Ms. Morgan,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,

Kevin McCaffery
Director of Purchasing

**REQUEST FOR PROPOSAL**
**#7906**
**BY**
**THE CITY OF WATERBURY**
**Department of Education**
**Secondary Mathematics Instructional Materials (Grades 9-12)**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking one or more vendors to provide comprehensive Secondary Mathematics instructional materials for grades 9 through 12, including courses in Algebra 1, Geometry, Algebra II, Precalculus and Calculus, that include lessons, resources, and assessments as well as professional learning and program implementation support, aligned to the Common Core State Standards.

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency.

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

A listing of Federal Requirements and Representations that Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7906 package.

## A. Background and Intent

The purpose and intent of issuing this Request for Proposal is to ensure that the abovementioned vendor, firm or person provide curriculum materials that are aligned to the Common Core State Standards for Mathematics.

## 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; must be able to provide proof of a contract and successful implementation with a similarly sized school district in the United States.
2. Experience in providing large-scale professional learning for staff both in person and via remote systems (such as Zoom or Google Meet) as well as on-going professional learning for staff.
3. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.
4. Must have signed, or be able to sign the Connecticut Student Data Privacy Pledge prior to implementation in the district.

## C. Scope of Services

See **Attachment E** for details.

## D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from the date an Agreement is signed and a Purchase Order is issued and will remain in full force and in effect with completion by no later than the last day of the fiscal year June 30, 2028. After that time at the Sole Discretion of the City and contingent upon funding, the City may extend the contract for up to Two Additional One (1) year periods through to June 30, 2030.

## 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 4, 2024**. 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 March 7, 2024, 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 Supervisor of Secondary Mathematics.

## 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 ***60*** days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section 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 (clearly identified as such) and **3** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on March 15, 2024. 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. For **each** item listed in **Section B- Qualifications,** please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project

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

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

4. Cost Schedule. Proposals shall include the cost for the work to be performed in accordance with this RFP as per Attachment E Scope of Services, 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 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.

# Attachment A Documents

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

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

## I. Outstanding Purchase Orders of Contracts with the City

### A. Contracts

**No Contracts with the City** ☐

(Service or Commodity Covered by Contract)

(Term of Contract)

---

(Service or Commodity Covered by Contract)

(Term of Contract)

---

(Service or Commodity Covered by Contract)

(Term of Contract)

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

**B. Purchase Order(s).**

**No Purchase Order(s) with the City** ☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

## II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

---

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

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

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

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

I have read and agree to the above certification.

_____
(Name of Company, if applicable)

_____ _____
Signature of Individual (or Authorized Signatory) Date

_____
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

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

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

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

Print Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of_____

SS.:_____

County of_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| Organization Name | Address | Type of Ownership |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

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

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

| Name | Title | DOB | Stock % |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

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

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

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

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

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

**For Partnership/Sole Proprietor**

In presence of:

_____ _____

Witness Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____ )

) SS

County of _____ )

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

**For Corporation**

_____ _____
Witness Name of Corporate Signatory

_____
Address of Business

Affix
Corporate
Seal

By:_____
Name of Authorized Corporate Officer

Its:_____
Title

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

State of _____ )

) SS

County of _____ )

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

# CORPORATE RESOLUTION

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

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

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

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

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

_____
Secretary

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

# LIMITED LIABILTY COMPANY RESOLUTION

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

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

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

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

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

_____
Manager/Member

.

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

# Attachment B Document

- SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7906
For
Secondary Mathematics Instructional Materials (Grades 9-12)
between
The City of Waterbury, Connecticut
and

_____

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and _____, located at _____ (the "Contractor").

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7906 to provide comprehensive Secondary Mathematics instructional materials for grades 9 through 12, including all lessons, resources, and assessments as well as professional learning and program implementation support; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7906; 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 revisionsor 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 comprehensive Secondary Mathematics instructional materials for grades 9 through 12, including courses in Algebra 1, Geometry, Algebra II, Precalculus and Calculus, that include lessons, resources, and assessments as well as professional learning and program implementation support, aligned to the Common Core State Standards, as detailed and described in the Bid Documents in and which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged

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by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

**1.1.1** The City's solicitation documents, RFP No. 7906 (attached hereto)
**1.1.2** _____ Quote dated _____ (attached hereto)
**1.1.3** _____ Response to RFP No. 7906 (attached hereto)
**1.1.4** Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
**1.1.5** Certificates of Insurance, incorporated by reference
**1.1.6** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
**1.1.7** All Required Licenses

**1.2.** 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 _____ Quote dated _____ (attached hereto).
1.2.3 _____ Response to RFP No. 7906 (attached hereto)
1.2.4 The City's solicitation documents, RFP No. 7906.
1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

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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.

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**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 eases, 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;

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**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 commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminating June 30, 2028, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in

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writing, that all services required under the Contract have been fully and completely provided. The City shall have the right to extend the term of this contract for two separate 1-year periods, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base contract ("Contract Time").

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

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

< COMPENSATION TERMS >

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

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

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

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7906 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.

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**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.

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**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.

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

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

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

**9.4.2 Automobile Liability Insurance: $1,000,000.00** combined single limit (CSL) each Accident, Any Auto, All Owned and Hired Autos

**9.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability: Each Accident **$1,000,000.00,** Disease Each Employee **$1,000,000.00,** Disease Policy Limit **$1,000,000.00**

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

**9.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **$1,000,000.00** each occurrence and **$1,000,000.00** Aggregate.

**9.4.5 Professional Liability / E&O Insurance: $1,000,000.00** each wrongful act, **$1,000,000.00** Aggregate coverage.

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

**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.

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**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 its Board of Education is listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability".** 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

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remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, and the Federal American Recovery and Reinvestment Act of 2009 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.

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,

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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 or the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

**12. Intentionally left blank.**

**13. Termination.**

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

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

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

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**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.**

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**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

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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.

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**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:

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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

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

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

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 7906 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 7906.

**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.

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**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 he effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:

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

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

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

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

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**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 he 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 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.

**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

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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

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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)**

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

**WITNESSES:** **CITY OF WATERBURY**

Sign:_____ By:_____

Print name: Paul K. Pernerewski, Jr., Mayor

Sign:_____ Date:_____

Print name:

**WITNESSES:**

Sign:_____ By:_____

Print name:

Its:_____

Sign:_____ Date:_____

Print name:

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ATTACHMENT A

1. The City's solicitation documents, RFP No. 7906 (attached hereto)
2. Bidder's Quote dated _____ (attached hereto)
3. Bidder's Response to RFP No. 7906 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document

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# Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

# ATTACHMENT C

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

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

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

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

1 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

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

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

_____ _____

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

_____

Corporate Officer
(if applicable)

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

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)
_____
_____
Phone: _____
Email:_____
Date: _____

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

# Attachment D Document

- INSURANCE REQUIREMENTS

**REQUEST FOR PROPOSAL**
**#7906**
**BY**
**THE CITY OF WATERBURY**
**Department of Education**
**Secondary Mathematics Instructional Materials (Grades 9-12)**
**Attachment D**

## 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 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 coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.**

| | |
|---|---|
| **General Liability:** | **$1,000,000 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** |

**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.**

# Attachment E Document

- GENERAL SCOPE OF SERVICES

**REQUEST FOR PROPOSAL**

**#7906**
**BY**
**THE CITY OF WATERBURY**
**Department of Education**
**Secondary Mathematics Instructional Materials (Grades 9-12)**

**Attachment E**

**General Scope of Services**

Proposal Details:

1. While this RFP is specifically for high school mathematics, the city would prefer to have a vendor who supports series that represents a coordinated approach from middle school to high school.
2. Three-year contract with possible extension for years four and five at the City's discretion.
3. Start date upon award - goal is for 2024-2025 school-year.
4. The proposals will include quotes for online and print materials for the quantities listed below:

| Grade | Students | Teachers |
|---|---|---|
| Algebra I | 1200 | 20 |
| Geometry | 1000 | 20 |
| Algebra II | 1000 | 15 |
| PreCalculus | 500 | 15 |
| Calculus | 500 | 10 |

5. The proposal will include drop shipping materials direct to the schools.
6. The proposal will include physical book samples (one per subject) and one teacher edition (one per subject).
7. The proposal will include 8 demo accounts for online access.

Program Requirements:

1. The program materials (i.e. curriculum, instruction, assessment, etc.) should provide tasks that have strong horizontal and vertical alignment to the Common Core State Standards in Mathematics for grades nine through twelve that are activity-based which builds on knowledge, promotes reasoning, problem-solving, and student collaboration.
2. The program should include a robust system of assessments, both formative and summative, aligned to the Common Core Standards and should include tasks/items in a similar format as the new Digital SAT.
3. The program must have a balance of conceptual understanding, procedural practice, and application.
4. The program must have strong supports for English Language Learners, students who struggle with mathematics, and students who are gifted with mathematics.

5. The program should have a representation of diverse community members with embedded culturally responsive teaching to support the social and emotional development of learners.
6. The program must be available in print and online. The online component should offer interactive lessons and communications between the teachers and the students.
7. The program should include opportunities for students to engage in rigorous tasks that encourage communication, problem solving, collaboration, and grit.
8. The vendor must have an online data management system that complies with federal and CT state laws and regulations, including but not limited to FERPA.
9. It is preferred that the online portion is combatable with Clever.
10. The program should have all green ratings in EdReports.

Support Requirements:

1. The vendor must provide a professional development plan that includes initial and ongoing professional development for teachers and administrators.
2. The vendor must provide ongoing technical support for online components.
3. The vendor must have a responsive technical support team with the skills necessary to address issues promptly (same day).

**END OF SECTION**

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

**ADDENDUM #1**

**March 5, 2024**

**RFP 7906 Secondary Mathematics Instructional Materials (Grades 9-12)**

**Please refer to the question and answer below.**

**Question:** The teacher counts provided on page 53 of Attachment E, how many of these teachers teach more than one subject?
**Answer:** 31 teachers teach more than one subject, but this varies year-to-year based on school needs.

**NOTE: ALL PROPOSALS AND ANY BOOK SAMPLES SHOULD BE SENT TO PURCHASING, ROOM 103, 235 GRAND STREET, WATERBURY, CT 06702 TO BE RECEIVED ON OR BEFORE MARCH 15, 2024 10:30AM. OTHER CITY ADDRESSES ARE NOT VALID FOR THIS PROJECT.**

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**



235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

SAVVAS
LEARNING COMPANY



# City of Waterbury Department of Education

## Secondary Mathematics Instructional (Grades 9-12)

## RFP 7906

Due - March 15, 2024, 10:30 AM Local Time

**TECHNICAL ORIGINAL**

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

**Savvas Learning Company LLC**
15 East Midland Ave., Suite 502
Paramus, NJ 07652

www.Savvas.com

March 13, 2024

Kevin McCaffery
Director of Purchasing
City of Waterbury, Department of Education
235 Grand Street, Room 103
Waterbury, CT 06702

**RE: RFP #7906 Secondary Mathematics Instructional Materials (Grades 9–12)**

Dear Mr. McCaffery:

To support the City of Waterbury Department of Education (City) in its efforts to procure comprehensive secondary mathematics instructional materials for grades 9–12 that include lessons, resources, and assessments aligned to Common Core State Standards as well as professional learning and program implementation, Savvas Learning Company LLC offers the following solutions:

- *enVision A|G|A® Common Core* ©2024 for Algebra 1, Geometry, and Algebra 2
- *SuccessMaker®: Foundations of High School Math*
- *Precalculus: Graphical, Numerical, Algebraic Common Core*, 10th Edition ©2019 (Demana, et al), published by Pearson
- *Calculus: Graphical, Numerical, Algebraic,* Sixth Edition, Advanced Placement®* (AP®) Edition ©2020 (Demana, et al), published by Pearson

For the titles published by Pearson Education, Inc.[1], Savvas is the official distributor for Pearson in offering effective, hands-on content in AP, Honors, and Electives programs to K–12 schools and districts. Textbook purchase includes MyMathLab® with Pearson eText for online homework, tutorials, and assessment.

Savvas is a recognized leader and innovator in K–12 education. We empower teachers with effective instructional resources and engage students with high-quality, personalized content spanning all grade levels and disciplines. Educators rely on Savvas for our standards-aligned core curricula, supplemental and intervention programs, and assessment tools. Our research-based, classroom-tested programs use adaptive learning practices and interactive technology to provide real-world learning experiences that foster student engagement.

At the center of everything we do is the desire to help all students succeed. Expanding equity and inclusion in learning is essential to this goal. Savvas supports teachers in creating classroom

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environments that encourage student voice and elevate diverse perspectives; foster student agency by providing students with choices in how they learn; and build inclusive spaces where students feel safe and heard, and where differences are celebrated as assets.

At Savvas, we are committed to culturally responsive learning and we recognize the rich diversity of your educational landscape. With our long-time experience working with similar districts, we believe our secondary mathematics solutions and implementation strategies will serve you well.

We appreciate the time you will take in reviewing our proposal and we look forward to discussing our solutions with you. For more information, please contact me at the information below.

Yours sincerely,



**Greer Morgan**
Account Manager
Savvas Learning Company LLC
T: 203.970.9587
E: greer.morgan@savvas.com

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SAVVAS LEARNING COMPANY

# Proposer Information

***Requirement***

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.

***Response***

## Savvas Learning Company LLC

Savvas Learning Company LLC, a limited liability company, became a fully independent company in spring 2020 following a sale of the Pearson Education Learning Services business unit to Nexus Capital Management, which closed on March 29, 2019. We are incorporated in the state of Delaware.

Our main office is located at 15 Midland Avenue, Suite 502, Paramus, NJ 07652.

Savvas provides research-based print and digital programs to help students of all ages learn at their own pace, in their own way. We offer education solutions backed by experience, data, service, and a commitment to improving outcomes for educators and students.

We take pride in offering high-quality core curricula, supplemental content, intervention programs, and assessment tools that are used by more than 40 million students in over 10,000 school districts nationwide. From preschool to high school, our curriculum materials and multimedia learning tools help to educate millions of students in the US and throughout the world.

For over 120 years, we have worked with educators to teach and train more than 130 million students. We engage today's learners with effective and personalized learning, and we support their teachers with research-based training in professional learning. We strive to help schools, teachers, and students flourish and make progress in their lives through learning. The following items outline our contributions to education:

- **Textbooks Educating Millions.** Hundreds of millions of students worldwide use our textbooks, including Scott Foresman, Prentice Hall, Addison-Wesley, Allyn and Bacon, Benjamin Cummings, and Longman imprints. One in three US school children studies English and math with a Scott Foresman or Prentice Hall textbook.
- **A Leader in Digital Solutions.** Schools and districts place their trust in our high-quality instructional curricula to improve student achievement. We currently serve more than 4,000 contracts for digital curriculum programs. Using our systems, students receive personalized learning services and delivery of instruction in a manner that enables them to learn at their own pace.
- **Professional Learning Services.** Students benefit most when confident, thoroughly prepared teachers deliver proven curricula. We have provided an extensive portfolio of professional learning services for more than 25 years, including professional learning for Savvas programs, content area-specific services, and job embedded support focused on school transformation.

Savvas customers benefit from the experience and knowledge we have gained from serving students and educators worldwide. Our core mission is to help schools, teachers, and students flourish and make progress in their lives through learning. We demonstrate our mission through continued development of innovative print and digital education materials, professional learning, student information systems and digital learning platforms, educator development, and career certification programs.

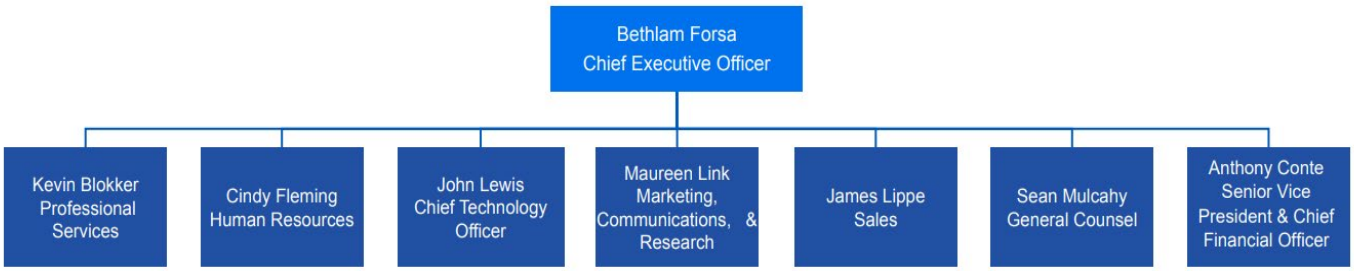
Please see the following page for names, titles, and reporting relationships of the principal members of our organization.



SAVVAS LEARNING COMPANY

# Organization Chart

## Savvas Management Structure



SAVVAS LEARNING COMPANY

# Experience, Expertise and Capabilities

### *Requirement*

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.

### *Response*

Savvas Learning Company LLC (Savvas) provides research-based print and digital programs to help students of all ages learn at their own pace, in their own way. We offer education solutions backed by experience, data, service, and a commitment to improving outcomes for educators and students.

For over 120 years, we have worked with educators to teach and train more than 130 million students. We engage today's learners with effective and personalized learning, and we support their teachers with research-based training in professional learning. We strive to help schools, teachers, and students flourish and make progress in their lives through learning.

At Savvas, we believe learning should inspire. By combining new ideas with new ways of thinking and interacting, we design next-generation learning solutions that help prepare students to become global citizens in a more interconnected, digital world. We demonstrate this mission through continued development of innovative print and digital education materials, professional learning, student information systems and digital learning platforms, educator development, and career certification programs.

We take pride in offering high-quality curricula, supplemental content, intervention programs, assessment tools, and engaging digital experiences so that students can maximize their learning in school or at home. As the world's leading learning company, we can help make a difference. The City can count on digital learning products that draw on our rich publishing experience. Our solutions range from individual online courses to complete personalized learning systems comprising technical infrastructure, professional development services, and digital curricula.

Our award-winning programs, developed by leading authors and educators, are based on adaptive learning practices and advanced technology to deliver immersive, personalized, and flexible content across all disciplines and grade levels. Through the power of project-based, real-world learning experiences, we help students discover their full learning potential.

City students will benefit from our years of experience in assisting schools and districts with high poverty, linguistic minorities, and special education populations. Developed with input from the education community, our solutions support schools and districts in helping students reach their full academic potential. This is accomplished through adaptive technology learning solutions that provide students with on-target instruction and differentiation to address their unique needs.

## *Requirement*

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.

## *Response*

| **New Haven Public Schools, CT** | | |
|---|---|---|
| **Contact Person** | Monica Joyner<br>Math Coordinator<br>54 Meadow Street, Floor 4<br>New Haven, CT 06519<br>203.479.0189<br>monica.joyner@new-haven.k12.ct.us | Kate Close<br>9-12 Math Instructional Coach<br>54 Meadow Street, Floor 4<br>New Haven, CT 06519<br>203.479.0189<br>kate.close@new-haven.k12.ct.us |
| **Nature of Services Provided** | Purchased *enVision AGA* and professional development | |

| Pawtucket School Department, RI | |
|---|---|
| **Contact Person** | Ryan Wallace<br>Data Integration and Instructional Strategy Specialist<br>286 Main Street<br>Pawtucket, RI 02860<br>401.205.1977<br>wallacer@psdri.net |
| **Nature of Services Provided** | Purchased *enVision AGA*, professional development, and a Partnership Plus consultant who has been there this school year. |

Please note: Savvas is a privately held education company. Customer information, such as requested above, is proprietary and highly confidential and not typically shared with third parties, however, in the interest of this RFP, several references are listed above. If selected as a finalist, Savvas may share the requested full list to a City-designated individual to whom this confidential information can be provided under separate cover and subject to reasonable assurances of confidentiality.

### *Requirement*

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.

### *Response*

# Key Staff and Resumes

Each member of the Savvas team brings formal degrees in education with subject expertise, extensive classroom and adult teaching experience, a strong knowledge of the research around education, and experience working with diverse student and teacher populations with a range of background needs and expertise. Our education consultants and education specialists include former educators and administrators with proven experience in K–12 education who strive to evaluate customer needs, customize materials, develop relationships, and implement high- quality professional development experiences both face-to-face and online. Our proposed specialists have experience assisting customers in implementing the services described in this proposal.

Savvas personnel selected for the City have the qualifications and a track record of strong results on projects with similar scopes, sizes, and functions. Savvas consultants are well-versed in training methodologies for adults. In fact, our professional development services are grounded in adult learner theory, meaning our consultants must know and exhibit

effective teaching or leadership skills for participants of all ages and backgrounds, from pre-school to adult graduate level students. Some of our consultants have prior experience in college or university settings.

Savvas education consultants are diverse individuals who will bring a variety of skills, talents, and knowledge to their work with City educators to improve students' academic progress, sustain professional growth for its educators, and help build internal capacity. Because our education consultants are former educators and regularly interact with diverse school environments, they know and understand the schooling process on a deep level. Our highly skilled experts help participants understand how to apply research-based strategies to meet district goals and initiatives.

We make every effort to locate field staff close to the schools they work with, either through local recruitment or through relocation. Our deep bench of experienced staff members makes it possible for us to assign them to projects to provide for rapid start-up and to also provide back-up field staff as the need arises. Before hiring, all staff names are submitted through E-Verify to confirm legal work status. All personnel representing our organization who will have direct contact with students will comply with fingerprinting and security clearance requirements by the City.

The following individuals may serve as the key personnel for this effort. In some cases, including situations beyond our control, a named staff member may be unavailable at the time of program implementation. In such cases, we will provide another staff member with comparable experience or qualifications to fill the position described.

| Savvas Lead Personnel | | |
|---|---|---|
| **Name** | **Title** | **Contact Information** |
| Greer Morgan | Account Manager | greer.morgan@savvas.com |
| Laura Mentgen | Customer Success Manager | laura.mentgen@savvas.com |
| Jennifer Herrmann | Curriculum Field Specialist | jen.herrmann@savvas.com |

We offer the following resumes on the subsequent pages for your consideration. These resumes are representative of the caliber of consultants with which we staff our professional learning engagements.

# Greer Morgan

## Relevant Professional Experience

### Savvas Learning Company

#### Account Manager (2016–Present)

- Manages a sales portfolio of over 70 top level accounts in Connecticut and Rhode Island
- Provides feedback and perspectives on the company's products and initiatives, grows ideas and strategies to improve customer relations and sales in my territory, and develops people management and leadership skills for growth and succession planning in the company
- Representative for Account Managers on the sales department's steering committee

### North East Independent School District, San Antonio, TX

#### Grade 2 Teacher (2015–2016)

- Was responsible for the planning and implementation of standards-based lessons, schedule, and management of a grade 2 class
- Assessed students through a variety of methods and collaborated with other classroom teachers and content area coaches to meet students' needs
- Attended multiple professional development workshops to stay current on the best practices in education

#### Children's Creative Learning Center Enrichment Teacher (2014)

- Created a differentiated curriculum that focused on working with students one-on-one and in small groups and included input from parents
- Planned a math workshop for parents to attend during school hours to learn standards-based math games they could play with their children at home

## Education

- M.Ed. University of Alabama at Birmingham
- BA, History and African American Studies, University of Kansas

# Laura Mentgen (PMP)

## Relevant Professional Experience

### Savvas

#### Senior Customer Success Manager (2023–Present)

- Manages the onboarding of accounts in New York, New Jersey, Massachusetts, Connecticut and Michigan
- Help build a culture of data insight, collaboration, and transparency across disciplines, schools, and roles to increase usage and positive customer experiences
- Works with Savvas Customer service, Sales Ops, and Technical Support/licensing to ensure correct product licensing, quantity, and start/expiration dates for district org(s)
- Assists with technology checklists needed for EasyBridge implementation, Google Classroom, and LTI-A integration
- Assists with coordinating and collaborating with the EasyBridge team to provide roster integration for districts
- Monitors and supports the customer experience and provides real-time feedback to leadership using SalesForce
- Provides Back to School briefings and documentation to prepare Sales representatives and customers

### SchoolMint

#### Senior Customer Experience Manager/Senior Onboarding Specialist (2022–2023)

- Led Enterprise Onboarding Specialist for CPS and School District of Philadelphia
- Managed all aspects of client onboarding
- Led frequent calls with district stakeholders to discuss project goals, provide project updates, and ensure project milestones are met

### Savvas

#### Customer Success Manager (2019–2022)

- Managed the onboarding of accounts in Illinois, Indiana, Missouri, Iowa, Kentucky, West Virginia, and Minnesota

- Helped build a culture of data insight, collaboration, and transparency across disciplines, schools, and roles to increase usage and positive customer experiences
- Worked with Savvas/Pearson Customer service, Sales Ops, and Technical Support/licensing to ensure correct product licensing, quantity, and start/expiration dates
- Provided Back to School briefings and documentation to prepare Sales representatives and customers

## Pearson

### Customer Success Manager (2017–2019)

- Managed accounts in Illinois, Indiana, and Missouri
- Focused on customer outcomes, aligning Pearson resources to district strategic plans and educational initiatives
- Provided data-rich reports and met regularly with customers to look at usage and any problem areas to determine the following steps to ensure successful usage products

## Framework Development Group- Pearson School Services and HighMark

### iLit Project Manager (2016–2017)

- Supported Project Managers with customers' questions and issues regarding iLit
- Researched and Tested SalesForce Project X
- Provided ongoing training on iLit product

### PowerSchool Implementation Project Manager (2009–2015)

- Served as a project team leader and guided work through the implementation process
- Created and maintained accurate records via SalesForce of project deliverables, project status, and issues
- Assisted Service team and peers with processes and improvements for PowerSchool Student Information System product implementation

# Education

- General Studies, Illinois Valley Community College

# Professional Certifications

- Project Management Professional

SAVVAS
LEARNING COMPANY

# Jennifer Herrmann

## Relevant Professional Experience

### Savvas Learning Company

#### Math Curriculum Specialist (2022–Present)

- Delivers product activation trainings for new and ongoing customer accounts
- Delivers sales presentations for new products
- Provides customer feedback to sales, product, and marketing teams

### Savvas Learning Company

#### Math Curriculum Specialist (2019–2020)

- Delivered product activation trainings for new and ongoing customer accounts
- Delivered sales presentations for new products
- Provided customer feedback to sales, product, and marketing teams

### Quaboag Regional Middle High School, MA

#### High School Math Teacher (2017–2018)

- Developed, differentiated and delivered instruction in an inclusion environment for Algebra 1, Practical Geometry and Algebra 2

### Charlton Middle School, MA

#### Eighth Grade Math Teacher (2014–2017)

- Integrated Bootstrap programming curricula into eighth grade classroom
- Assisted in vertical curriculum alignment and developed placement tools
- Developed, differentiated and lead classroom instruction in a co-teaching, inclusive environment
- Used technology and assessment to monitor student understanding and adjusted instruction as needed
- Used Sumdog online math challenge to motivate and encourage skill maintenance

## Ware Jr/Sr High School, MA

### Seventh Grade Math Teacher (2010–2014)

- Developed Common Core curriculum and unit plans for grade 7
- Developed unique, hands-on activities to engage students in active learning
- Incorporated Mimio technology into the classroom
- Developed, differentiated and lead instruction in an inclusion environment
- Began an after school math club to enable students to expand their love and learning of math

## Education

- BS, Mechanical Engineering, Clarkson University
- Post Baccalaureate, Education, Worcester State University

## Professional Certifications

- Professional Educator License, Math (5-8)
- Professional Educator License, Math (9-12)

## Savvas Product Certifications

- enVision

## Other Relevant Skills

- Special Education Advocate (2000 - Present)

***Requirement***

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.

***Response***

We have no conflicts of interest to disclose.



SAVVAS LEARNING COMPANY

# Statement of Qualifications and Work Plan

### *Requirement*

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

    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; must be able to provide proof of a contract and successful implementation with a similarly sized school district in the United States.

### *Response*

Savvas provides research-based print and digital programs to help students of all ages learn at their own pace, in their own way. Working alongside educators for over 120 years, Savvas has helped educate more than 130 million students worldwide. From preschool to high school, early learning to professional certification, our textbooks, multimedia learning tools, and testing programs are implemented worldwide—more than any other private enterprise.

Developed in partnership with the education community, our curriculum products and professional services help schools focus their attention on helping students unlock their full potential. This is accomplished through the following:

- Technology-delivered adaptive learning solutions which provide teachers with the curriculum instruction that addresses students' unique needs
- Core and supplemental resources that empower students to learn and give teachers the tools to prepare students to succeed
- Results-based software and assessment tools that help educators manage and monitor students' progress
- Comprehensive student management tools focused on the reporting requirements of the district
- Professional development that is designed to confirm teachers have a solid working knowledge and understanding of research-based instructional strategies, to deepen content knowledge, and to understand how students learn

Savvas places a strong emphasis on building long-term relationships. Customers large and small benefit from the experience and knowledge we have gained from serving educators and students worldwide. Much of our success is a result of a long-standing commitment to developing professional development workshops that incorporate current content research, best instructional practices, and recommended content standards. We are committed to providing the necessary resources and services to achieve our customers' goals and deliver quality instructional materials. See end of this section for resumes of management and key personnel assigned to the support and professional development services for the City.

# Meeting City Requirements

We have the capacity, staff capability, and financial stability to meet the requirements of the City as outlined in the Scope of Services in this RFP. No other education solutions provider has our experience, range of programs, and long history of delivering quality, innovative products and services.

# Our Work with School Districts Nationwide

For more than five decades, we have provided products, services, and support for school districts nationwide—including print and digital education materials for pre-kindergarten through professional learning, student information systems and learning management systems, teacher development, and career certification programs.

Our customers include some of the nation's largest school districts:

- Illinois—Chicago Public Schools
- Maryland—Baltimore Public Schools
- Massachusetts—Boston Public Schools
- Missouri—Kansas City Public Schools
- New York City Department of Education
- Texas—Houston Independent School District
- Texas—San Antonio Independent School District
- Virginia—Chesterfield County Public Schools
- Virginia—Fairfax County Public Schools
- Wisconsin—Milwaukee Public Schools

# Research-Based Programs for Proven Results

The City can be confident in our instructional materials and services. Developed for quality, efficacy, and usability, our programs are based on research and proven classroom results. Our primary differentiator from other vendors is our research base and relationships with national and international thought leaders. We collaborate with regional education laboratories, universities, and private research companies to independently evaluate the effectiveness and usability of our curricula and professional services.

We place a strong emphasis on building long-term relationships with the customers we serve. Much of our success is the result of a long-standing commitment to developing print and digital instructional materials that incorporate current content research, best instructional practices, and recommended content standards. Through our products, services, and partnerships, we aim to make a measurable difference in learning outcomes for students, their families and communities, and the educators who serve them.

# Staff Qualifications

The primary point of contact for the City throughout implementation of this project is:

- Ms. Greer Morgan
  Account Manager
  T: 203.970.9587
  E: greer.morgan@savvas.com

In addition, our certified curriculum specialists and education consultants facilitate professional learning, onsite coaching, and consultative assistance to staff, administrators, and teachers.

Our field personnel have years of successful, hands-on experience in improving practice through professional learning, the establishment of school-based professional learning communities, mentoring teachers, and modeling best practices. Our staff is united by a commitment to high quality professional learning to support and sustain improved student outcomes.

Savvas Learning prides itself on employing the highest quality Educational Consulting team. Experienced Education Consultants—many of whom are former K–12 educators and administrators with proven classroom experience and experience in continuing education for adults—will deliver our professional development sessions. Many of our Savvas consultants hold a master's degree or higher in the field of education and have at least 5 years of teaching/administration experience. Consultants are selected through a rigorous vetting process consisting of a series of interviews that require candidates to demonstrate their pedagogical expertise and apply their knowledge in real-life scenarios. Our diverse team represents a variety of grade levels and content areas.

As professional learning partners, our consultants help participants understand how to apply research-based strategies in the context of your district goals and initiatives. They will work collaboratively with district leaders to co-develop an implementation process that will benefit your teachers—and most importantly—your students.

Staff members are expected to engage in continuing professional development and training. They participate in a formal process of annual performance review that considers work performance. Staff must gain a satisfactory rating in this review to maintain their employment.

For additional information about our staff and resumes please see our Experience, Expertise and Capabilities section.

### *Requirement*

2. Experience in providing large-scale professional learning for staff both in person and via remote systems (such as Zoom or Google Meet) as well as on-going professional learning for staff.

### *Response*

Savvas has experience in providing large-scale professional learning for staff both in person and via remote systems (such as Zoom or Google Meet) as well as on-going professional learning for staff.

Savvas Learning Company has been continuously featured in RivetEducation.org's Professional Learning Partner Guide (PLPG) since the guide's inception. Akin to EdReports, Rivet Education's PLPG points school districts to rigorously vetted professional learning partners who provide high quality professional learning services aligned to high-quality instructional materials. Learn more at https://riveteducation.org/.

### *Requirement*

3. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.

### *Response*

Savvas is knowledgeable of Federal and State laws and regulations governing the services outlined in the scope of services.

### *Requirement*

4. Must have signed or be able to sign the Connecticut Student Data Privacy Pledge prior to implementation in the district.

### *Response*

Savvas understands this requirement and will comply.

# Solution Overviews

## enVision A|G|A Common Core

*enVision A|G|A*® Common Core ©2024 for Algebra 1, Geometry, and Algebra 2 (*enVision A|G|A c2024*) is designed to foster conceptual understanding through highly visual examples and embedded interactives that feature real-world concepts. Purposefully designed lessons and personalized instruction help high school students develop essential mathematical understanding as they prepare for college and careers. Savvas offers a full series of mathematics programs from grades K-12. The *enVision* programs at grades K–5, 6–8, and Algebra 1, Geometry, and Algebra 2 provide a successful, classroom-proven pedagogy and meaningful opportunities for students to take ownership of their own math learning.

*enVision A|G|A c2024* invites students to engage in meaningful mathematics. Real-world topics are embedded throughout the program in problem-based learning, examples, and exercises. *enVision* STEM projects and Mathematical Modeling in 3 Acts present problems involving real-world scenarios and give students the opportunity to share their own unique experiences.

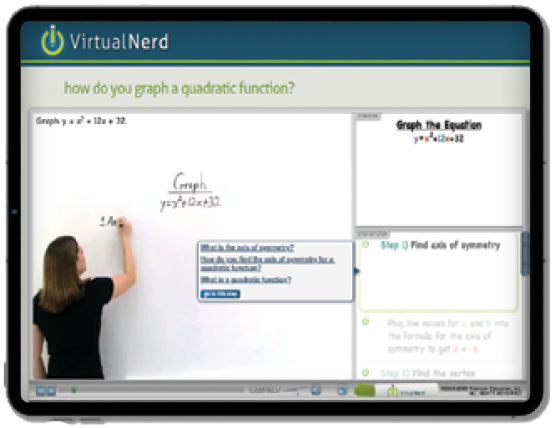
Through Savvy™ Adaptive Practice and differentiated study plans, students experience truly personalized learning. Instruction focuses on reasoning; problem solving; conceptual understanding; procedural knowledge; and mathematical application through modeling, student engagement, and differentiated instruction. Students gain proficiency as they work through carefully sequenced exercises and apply what they have learned to practice toward mastery.

## New Features for the 2024 Edition

*enVision A|G|A c2024* provides the following new features:

- More than **300 new assets in Skills Review & Practice** provide scaffolded instruction that teachers can use for intervention, practice, or review of essential prerequisite concepts and skills. Teachers can use Savvas Realize to personalize and auto-assign activities based on how students perform on assessments. Students can use the native PDF editor in Savvas Realize or Schoology to complete and submit the assignment to their teacher to review.
- **Family Engagement Support Site.** *enVision A|G|A c2024* provides the following family resources to help parents or guardians support learning for their student:
    - **Topic overview support** gives families a preview of upcoming content with visuals to support student understanding.

- **Connect the Math** gives families ideas on how to spark conversations at home or in the real world about the math students are learning.
- **Lesson-level support** for math skills and content standards includes video tutorials and vocabulary review.
- **Links to math standards** provide information on what the standards are and what students are expected to know.
- **No Login** allows families to easily access these resources, which include support materials such as Virtual Nerd videos, academic vocabulary, a digital glossary in English and Spanish, and helpful search terms.




Launch Virtual Nerd videos from the student page with embedded QR codes.

**Interactive Learning.** Students can access Virtual Nerd videos. Three different views help students learn visually in the way that works best for them.

# SuccessMaker: Foundations of High School Math

Our new *SuccessMaker®: Foundations of High School Math* program provides online, personalized adaptive intervention for high school students who have not yet mastered all the prerequisite skills necessary for success in classes such as algebra 1, mathematics I, or geometry. The program addresses the prerequisite skills necessary for high school success and includes comprehensive coverage of skills and state mathematics standards for grades K–8.

successmaker®
FOUNDATIONS OF HIGH SCHOOL MATH

A simple three-step instructional design provides effective intervention for high school students who need more support to succeed in high school math.

- **Step 1**: **Continuously adaptive instruction** adjusts to student performance in real time as student work in short 20-minute sessions three to five times per week.

- **Step 2**: **Instant instructional insights** are provided through up-to-the-minute student mastery and growth data.
- **Step 3**: **Teachers can deliver additional instruction** with targeted lessons provided for prerequisite elementary and middle school skills.

*SuccessMaker: Foundations of High School Math* includes select high school math content chosen for its coherence and connections to middle grade mathematics standards and its criticality to later success in high school mathematics.

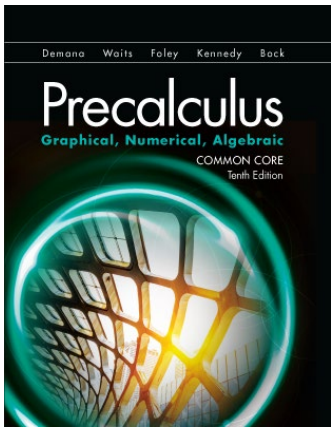
The program automatically adapts with every swipe, click, and student response and works just like a personal tutor. Immediate Instructional Scaffolding with hints and clues is provided to assist students in finding the correct answer. A personalized learning path for each student is then automatically generated by the software. Students always know exactly where they stand and exactly what they need to do to reach their math learning goals. As soon as mastery is determined, the student moves forward. Where performance is lacking, the program automatically initiates a series of intervention strategies.

An intervention cycle could include the following:

- **Tutorials:** If a student repeatedly struggles on the same skill after receiving scaffolding, they may see a tutorial.
- **Sequential Practice:** After a tutorial, a student completes sequential practice with the skill to assess their understanding of the tutorial content.
- **Prerequisite Skills Instruction:** The real-time adaptivity identifies when a student needs instruction on a prerequisite skill and will provide students with instructional support on the prerequisite skill. For example, students struggling with multiplication will engage in the following tasks:
    - Multiply using basic facts
    - Solve repeated addition problems
    - Use repeated addition to multiply

*SuccessMaker: Foundations of High School Math* can flexibly fit into a high school student's schedule, such as before or after school, during study hall, or at home. Students can easily access and use the program on a supported device anywhere they have an Internet connection.

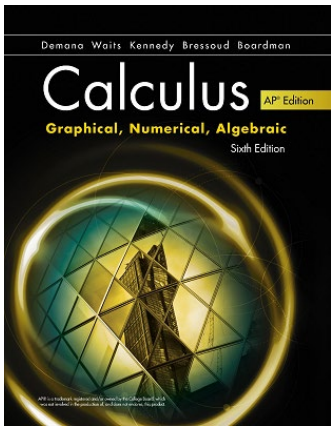
# Precalculus: Graphical, Numerical, Algebraic Common Core




With Demana, Waits, Foley, Kennedy, Bock *Precalculus: Graphical, Numerical, Algebraic Common Core*, 10th Edition ©2019, students can study with a book by the same nationally recognized authorship team they will eventually encounter in their calculus course. The authors encourage graphical, numerical, and algebraic modeling of functions and a focus on problem solving, conceptual understanding, and facility with technology. They have created a book designed for instructors and written for students, making this the most effective precalculus text available today.

*Precalculus: Graphical, Numerical, Algebraic Common Core*, addresses current and emerging state curriculum standards. The authors embrace the National Council of Teachers of Mathematics' Guiding Principles for Mathematics Curriculum and Assessment and agree that a curriculum "must be coherent, focused on important mathematics, and well-articulated across the grades."

# Calculus: Graphical, Numerical, Algebraic




*Calculus: Graphical, Numerical, Algebraic*, Sixth Edition, Advanced Placement® (AP®) Edition ©2020 (Demana et al.) shows students how to use and apply mathematical concepts to solve different types of problems and connect newly learned skills to the real world.

Each chapter emphasizes critical thinking with exercises designed to help students understand the material, not just memorize it. Chapter openers show important calculus models in everyday life.

Additional lesson enrichment includes critical thinking, application, technology, and practice exercises. Discovery activities encourage students to further explore algebraic and trigonometric concepts.

The text in *Calculus: Graphical, Numerical, Algebraic* was written to encourage students to think inventively as independent lifelong learners. The conversational narrative features anecdotes designed to maintain students' interest and support effective communication. Students using the program represent and describe mathematical ideas, generalizations, and relationships with a variety of methods.

# Work Plan

***Requirement***

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

Program Requirements:

1. The program materials (i.e. curriculum, instruction, assessment, etc.) should provide tasks that have strong horizontal and vertical alignment to the Common Core State Standards in Mathematics for grades nine through twelve that are activity-based which builds on knowledge, promotes reasoning, problem-solving, and student collaboration.

***Response***

# enVision A|G|A

*enVision A|G|A c2024* is fully aligned to the Common Core State Standards for Mathematics (CCSS–M), including the (+) standards. A correlation to the CCSS–M is provided in the Teacher's Edition Program Overview, which teachers can find in the teacher edition folder on SavvasRealize.com. Math practices—habits of mind, processes, and dispositions that enable students to understand mathematics and to use mathematics with understanding—are incorporated into instruction, practice, and assessment.

Correlations to the CCSS are also available at:
https://view-su2.highspot.com/viewer/64edfdca31a5682895247040.

## Building Student Reasoning and Learning

A major emphasis of *enVision A|G|A c2024* is mathematical growth for students by helping them build proficiency with the thinking habits embodied in the Standards for Mathematical Practice.

Students have multiple opportunities to engage in the habits of proficient math thinkers. Core instruction features a combination of content and math practices integrated and explicitly highlighted in lessons. In each lesson, students are reminded to think about different practices as they are guided through the examples.

The following examples show how mathematical practices are featured throughout the student and teacher materials:

- The student edition shows math practices at point of use in each lesson. Similarly, student exercise sets include activities that connect mathematical practices to key concepts.

- Each topic in the teacher edition highlights how key mathematical practices apply to the content. Connections between content and practices are made throughout the program.
- Each lesson includes Habits of Mind questions that spark students' thinking about how to connect content and practices at key points in instruction.

## Topic and Lesson Overview

At the beginning of each topic and lesson, the Topic Overview and Lesson Overview provide support for teachers in connecting math practices to instruction. Each topic and lesson focus on two mathematical practices.

By highlighting two key practices, teachers can look for and help students develop the behaviors of mathematically proficient students as they actively engage in the content of the topic or lesson. Opportunities to develop proficiency with the math practices are provided throughout topics and lessons.

## Effective Teaching Practices

Guiding questions for teachers support the NCTM Effective Mathematics Teaching Practices to facilitate math discourse, pose purposeful questions, and support productive struggle in learning so students can work effectively—individually and in groups—to develop understanding and use the math practices.

## Math Practices Boxes

Throughout lessons, Math Practices boxes model the thinking of each practice. The text reminds students to think about the different practices as they engage in the content of the lesson. Similarly, student exercise sets consistently include exercises that tie mathematical practices to key concepts.

## Habits of Mind Questions

Questions incorporated throughout instruction emphasize development of students' mathematical Habits of Mind. By responding to these probing questions, students develop the thought processes and skills used by proficient mathematical thinkers.

# Real-World Scenarios to Build Knowledge

*enVision A|G|A c2024* lessons engage students in a variety of real-world activities. The Model & Discuss, Explore & Reason, and Critique & Explain tasks that open each lesson provide opportunities for students to develop or demonstrate proficiency with math practices. Students examine interesting, real-world scenarios.

# SuccessMaker: Foundations of High School Math

*SuccessMaker: Foundations of High School Math* includes select high school math content chosen for its coherence and connections to middle grade mathematics standards and its criticality to later success in high school mathematics, as shown in the following figure.

| SuccessMaker: Foundations of High School Math | |
|---|---|
| **Strand** | **High School Skills Addressed** |
| **Number and Quality** | ▪ Use properties of rational and irrational numbers<br>▪ Reason quantitatively and use units to solve problems |
| **Algebra** | ▪ Seeing structure in expressions<br>▪ Add, subtract, and multiply polynomials<br>▪ Create equations that describe numbers or relationships<br>▪ Reasoning with equations and inequalities |
| **Functions** | ▪ Interpreting functions<br>▪ Building functions*<br>▪ Linear and Exponential Models* |
| **Statistics and Probability** | ▪ Interpret categorical and quantitative data*<br>▪ Make interferences and justify conclusions* |
| **Geometry** | ▪ Congruence*<br>▪ Similarity, Right Triangles, and Trigonometry*<br>▪ Providing the slope criteria for parallel and perpendicular lines and using them to solve geometric problems |
| *Coverage focuses on key concepts and is not inclusive of every high school math skill. | |

**Comprehensive Coverage of Math Standards.** The high school content of *SuccessMaker: Foundations of High School Math* allows teachers to provide additional personalized instruction for specific high school skills.

# Precalculus: Graphical, Numerical, Algebraic Common Core

*Precalculus: Graphical, Numerical, Algebraic Common Core* fully correlates to the Common Core State Standards (CCSS). Standards are found in the printed teachers edition and in the *Common Core Implementation Guide* found in the online resources of the MyMathLab for School course.

## Support for Common Core

Through Savvas' close association with key authors and architects of the Common Core State Standards (CCSS), the spirit and pedagogical approach of the initiative is continuously embodied in our educational materials and assessments.

*Precalculus: Graphical, Numerical, Algebraic Common Core* offers instruction in nearly all of the Standards for Math Practice for High School (SMPHS), and with the additional (supplemental) lessons in the Common Core supplement. We provide complete coverage of SMPHS. The supplement—Implementing the Common Core State Standards with *Precalculus: Graphical, Numerical, Algebraic*—provides two additional (supplemental) lessons, complete with related exercises on the SMPHS standards.

This supplement offers teachers the support they need to confidently teach this content, including the following:

- Suggested placement of additional lessons in the course
- An overview of the CCSS
- A discussion on the Standards for Mathematical Practice
- A correlation of all Standards for Mathematical Content

In addition, *Precalculus: Graphical, Numerical, Algebraic Common Core* provides the following resources to meet your CCSS goals:

- The Common Core Student Practice and Review Guide provides support for each section and includes the following resources:
  - Problem Solving
  - Practice
  - Standardized Test Prep
- The Common Core Implementation Guide provides the following support to teachers to help them make the transition to a CCSS curriculum:
  - Overview of the CCSS
  - Standards for Mathematical Practice Observational Protocol
  - Common Core correlations
  - Common Core assessment resources

# Calculus: Graphical, Numerical, Algebraic

## AP Alignment

*Calculus: Graphical, Numerical, Algebraic* is aligned to the AP® Calculus AB/BC Standards for grades 9–12. Instruction reflects the goals of the AP® calculus curriculum, while a balanced approach offers students numerical, algebraic, graphical, and analytical methods of problem solving.

- City students will work with functions represented graphically, numerically, analytically, or verbally, and should understand the connections among these representations.
- Students will model problem situations with functions, differential equations, or integrals and communicate both orally and in written form.

For more information about program correlations, refer to https://bit.ly/3NrntGo.

## Helping Students to Become Problem-Solvers

Instruction in *Calculus: Graphical, Numerical, Algebraic* shows students how to use and apply mathematical concepts to solve different types of problems and to connect newly learned skills to the real world. Chapter openers show important calculus models in everyday life.

Additional lesson enrichment includes critical thinking, application, technology, and practice exercises. Discovery activities encourage students to further explore algebraic and trigonometric concepts.

## Teaching Students to Think Critically

Each chapter of *Calculus: Graphical, Numerical, Algebraic* emphasizes critical thinking with a variety of exercises designed to help students understand the material, not just memorize it. Sets of exercises at the end of each section are preceded by a quick review.

Guidance on the appropriate use of graphing calculators encourages students to make connections among graphical, numerical, and algebraic representations, rather than relying exclusively on technology.

## Helping Students to Make Connections

*Calculus: Graphical, Numerical, Algebraic* encourages students to relate concepts and procedures from different topics in mathematics and to see mathematics as an integrated field of study. Students will make connections among different areas of mathematics and other disciplines through examples from biology, business, chemistry, economics, engineering, finance, physics, the social sciences, and statistics.

Some examples are based on real data from cited sources. Students learn functions as mechanisms for modeling data and how various functions can model real-life problems. They learn to analyze and model data, represent data graphically, interpret from graphs, and fit curves. Additionally, tabular representations of data presented in the text show that a function is a correspondence between numerical variables.

***Requirement***

2. The program should include a robust system of assessments, both formative and summative, aligned to the Common Core Standards and should include tasks/items in a similar format as the new Digital SAT.

***Response***

# enVision A|G|A

## A Robust System of Assessments

*enVision A|G|A c2024* is structured around complex problem-solving that requires students to demonstrate their proficiency in multiple ways, including embedded quizzes, reviews, assignments, and assessments:

- In lesson Step 2. Understand & Apply, students demonstrate their conceptual understanding, procedural fluency, and strategic competence through short formative assessments in the Do You Understand? and Do You Know How? sections. Math practices are indicated, and teaching support includes common error examples to share with students.
- In lesson Step 3. Practice & Problem Solving, the Assessment Practice section offers students practice with high-stake assessment items, including a performance task.
- In lesson Step 4. Assess & Differentiate, additional practice and differentiation are available for a range of learning needs, including struggling students and accelerated learners. Daily enrichment includes engaging problems and activities designed to extend lesson concepts.

Assessments include a variety of item types (all are customizable or editable) in print and digital formats:

- Selected response (single and multiple responses and constructed response)
- Short or extended responses (sometimes using an on-screen symbols palette)
- Technology-enhanced items (drag-and-drop, drop-down menus, and on-screen tools)
- Performance tasks (answer keys/rubrics provided for download on our digital learning platform, Savvas Realize™)

## Evaluating Student Understanding

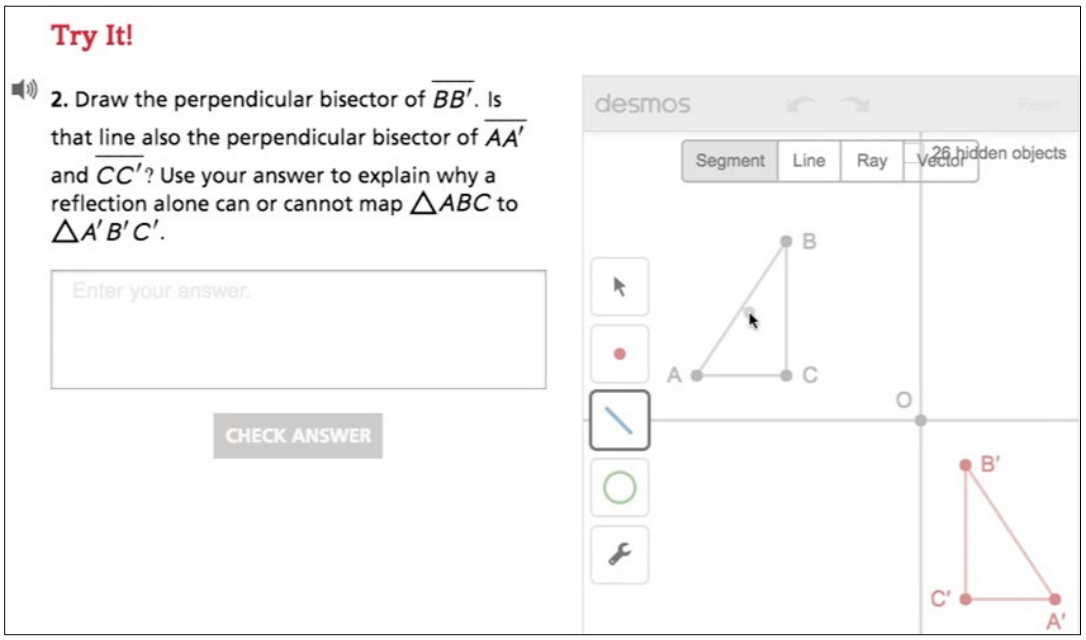
To effectively evaluate student understanding, teachers can use a variety of diagnostic, formative, progress-monitoring, and summative assessments. Teachers can build their own tests with customization options available through Savvas Realize. To help inform their instruction, teachers have real-time access to student and class data reports that show standards coverage and mastery, online activity, and overall progress.

### Diagnostic Assessment

Diagnostic assessments include the course readiness assessment given at the beginning of the year and the topic readiness assessment given at the beginning of a topic. Teachers can use the results to develop personalized study plans for each student that are designed to address unfinished learning in prerequisite knowledge. Students use their study plans to catch up on their work, so teachers can focus on grade-level material.

### Formative Assessment

Formative assessments can be administered during a lesson, at the end of a lesson, or during a topic. After each example, through the Try It! formative assessment, students can demonstrate their understanding before moving on to the next example. Teachers can use lesson quizzes to help determine the need for additional differentiated instruction.




**Formative Assessment.** Through the Try It! formative assessment, students can demonstrate their understanding before moving on to the next example.

## Summative Assessment

Summative assessments are provided at the end of a topic, after a group of topics, or at the end of the school year. The following figure lists the various assessments available in *enVision A|G|A c2024*.

| ASSESSMENTS | | |
|---|---|---|
| PROGRESS MONITORING ASSESSMENT | At the start of the YEAR, Mid YEAR, and at the end of the YEAR | **Progress Monitoring Assessment**<br>Diagnose and assess students' understanding of and proficiency with concepts and skills taught throughout the school year with A, B, and C parallel assessments; results can be used to prescribe intervention. |
| DIAGNOSTIC ASSESSMENT | At the start of the YEAR | **Course Readiness Assessment**<br>Diagnose students' areas of strength and weakness; results can be used to prescribe differentiated intervention. |
| | At the start of a TOPIC | **Topic Readiness Assessment**<br>Diagnose students' proficiency with topic prerequisite concepts and skills; results can be used to generate personalized study plan. |
| FORMATIVE ASSESSMENT | During a LESSON | **Try It!**<br>Assess students' understanding of concepts and skills presented in each example; results can be used to modify instruction as needed.<br>**Do You UNDERSTAND? and Do You Know HOW?**<br>Assess students' conceptual understanding and procedural fluency with lesson content; results can be used to review or revisit content. |
| | At the end of a LESSON | **Lesson Quiz**<br>Assess students' conceptual understanding and procedural fluency with lesson content; results can be used to prescribe differentiated instruction. |
| SUMMATIVE ASSESSMENT | At the end of a TOPIC | **Topic Assessment, Form A and Form B**<br>Assess students' conceptual understanding and procedural fluency with topic content.<br>Additional Topic Assessment with ExamView®<br>**Topic Performance Task, Form A and Form B**<br>Assess students' ability to apply concepts learned and their proficiency with math practices. |
| | After a group of TOPICS | **Benchmark and Mid-Course Assessments**<br>Assess students' understanding of and proficiency with concepts and skills taught throughout the school year; results can be used to prescribe intervention. |
| | At the end of the YEAR | **End-of-Course Assessment**<br>Assess students' understanding of and fluency with concepts and skills taught over the full school year. |

**Assessments to Inform Instruction.** To effectively evaluate student understanding, teachers can use a variety of diagnostic, formative, and summative assessments. Teachers have real-time access to student and class data to inform instruction.

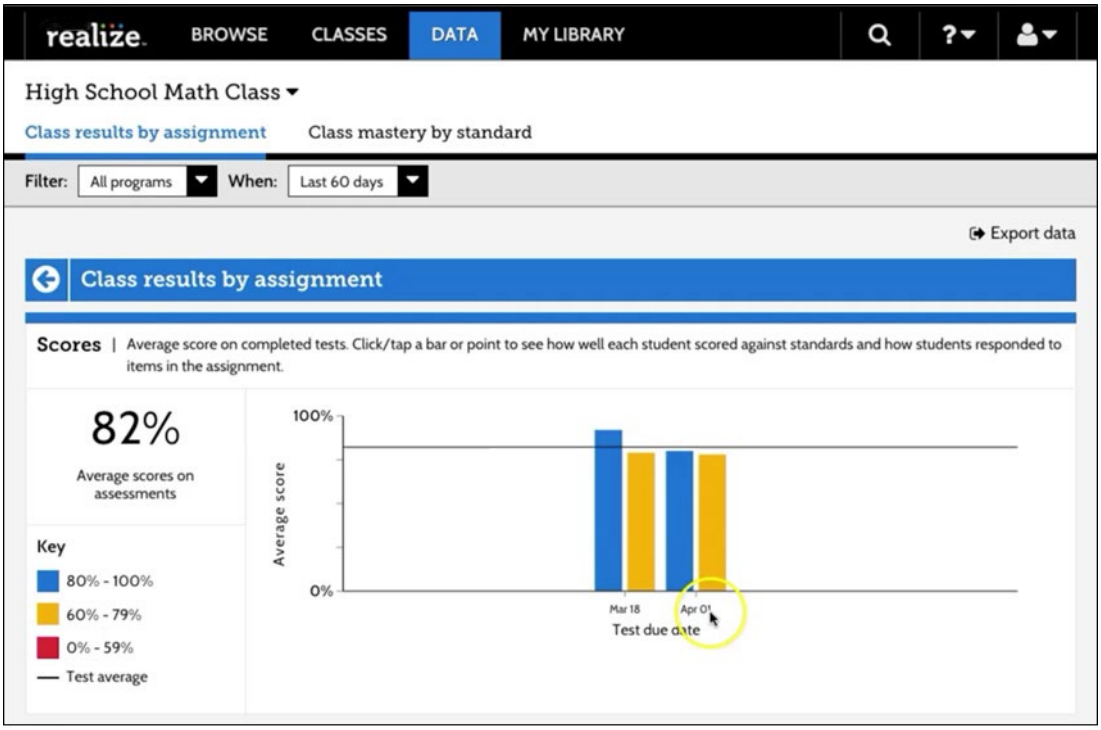
# Savvas Realize for Digital Assessment

All assessments in *enVision A|G|A c2024* are available on Savvas Realize. Digital assessments are auto-scored (except for extended-response items), and students receive real-time feedback. Using assessment results, teachers can add, delete, and rearrange questions using the Build-a-Test function within Savvas Realize.

When adding questions from the test bank, teachers can search standards to see which test banks are associated with that standard and determine questions to use in their customized

test. From their standards search, teachers can choose the entire test bank or select individual questions to add to their customized test.

In addition, the program includes access to the ExamView® test generation software, which includes thousands of standards-aligned items teachers can use to create multiple versions of their own printable assessments with the click of a button.




**Versatility for Teachers.** With Savvas Realize, teachers can customize assessments, monitor student progress, and adjust their instruction using data reports that show standards mastery and overall progress.

*enVision A|G|A* assessment practice prepares students for the State Assessment End of Course Exams and the SAT/ACT. Currently *enVision A|G|A* assessments do not align with the new Digital SAT.

# SuccessMaker: Foundations of High School Math

Students are placed at their appropriate starting level in *SuccessMaker: Foundations of High School Math* through Initial Placement (IP), the program's embedded diagnostic assessment. The adaptive engine takes over from there, automatically adjusting the content the student sees next based on his or her real-time response pattern.

Students receive adaptive, personalized instruction in skills they have not yet mastered. When ready, students also receive adaptive, personalized instruction in content addressed early in algebra 1, geometry, or integrated math I that is critical to later success in high school math.

Teachers have access to real-time data on student growth and mastery of skills and state mathematics standards. There is no need to wait for a benchmark assessment period to receive a real-time view of student mastery and growth. Teachers can easily and quickly see how students performed on their most recent sessions in the program, where they struggled, and access those exercises.

# Precalculus: Graphical, Numerical, Algebraic Common Core

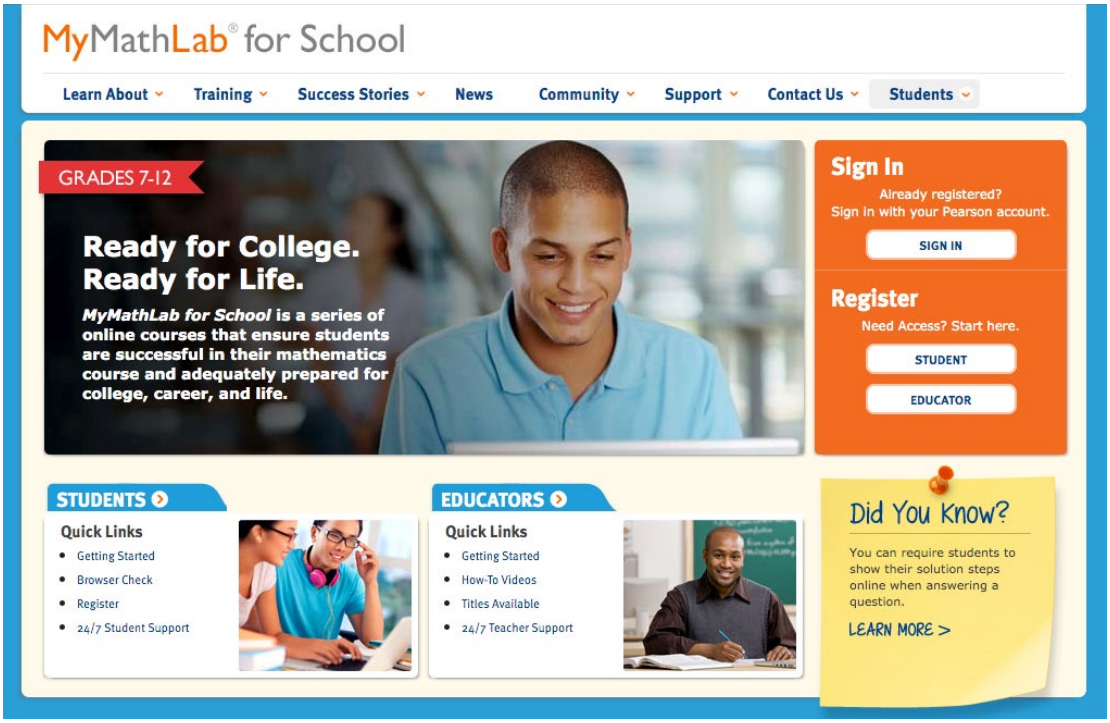
## Assessment Options

Teachers can use MyMathLab® for School from Pearson[1] for testing. This online homework, tutorial, and assessment program is designed to work with text to engage students and improve results. Within its structured environment, students practice what they learn, test their understanding, and pursue a personalized study plan that helps them absorb course material and understand difficult concepts.

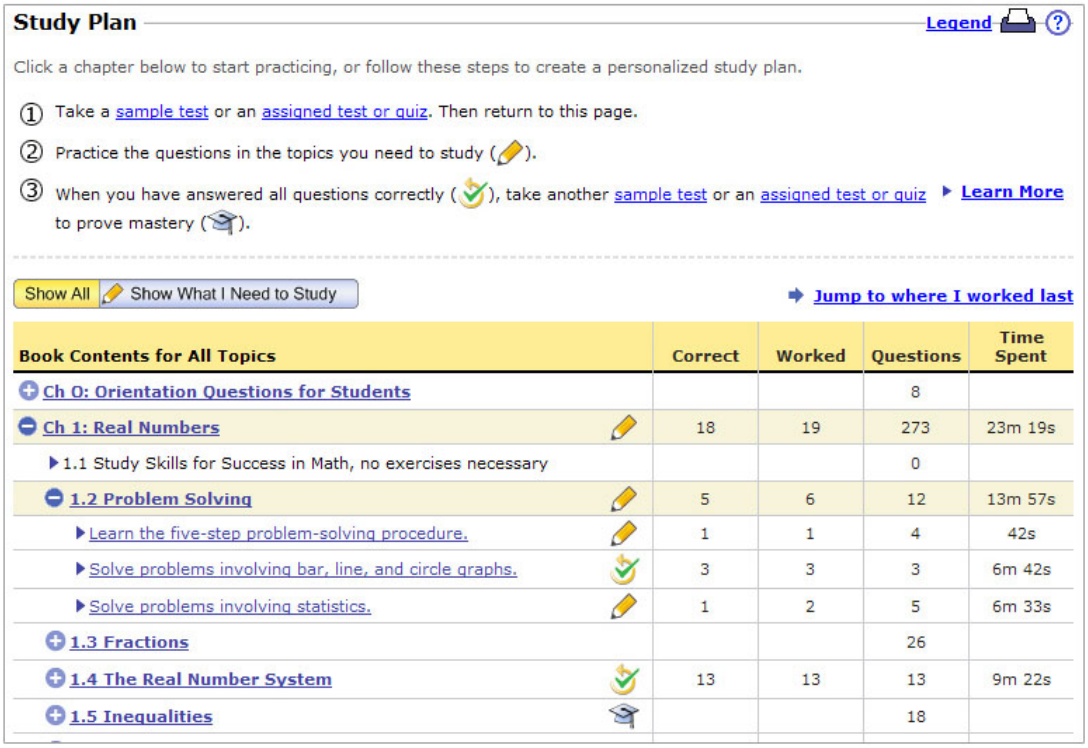
With MyMathLab for School, teachers can find pre-made, editable assessments aligned to their textbook, or they can create assessments using a topic-aligned item bank. They can create assessments digitally, including automatic grading and algorithmically generated problems for infinite test variations. These tests also update individual study plans in MyMathLab for School, allowing targeted instruction.

Students, teachers, administrators, and staff can access MyMathLab for School at school or home through common web browsers and operating systems. School districts do not need to install client applications on customer workstations. No server is required to support the software.

[1] Savvas Learning Company LLC, and any third party for which Savvas serves as the sales agent or distributor, reserves the right to change and/or update technology platforms, including possible edition updates, to customers during the term of access. This will allow us to continue to deliver the most up-to-date content and technology to customers. Customers will be notified of any change before the beginning of the new school year.




**Interactive Learning.** Online learning experiences through MyMathLab for School are personalized and continuously adaptive. Based on their performance, students will receive guidance to help them better understand course material and difficult concepts.




**Personalized Study Plan.** After a pre-test, the Study Plan in MyMathLab for School populates with graduation caps for topics the student has mastered and pencil marks for topics the student needs to study.

With auto-graded homework, teachers can immediately see students' strengths and weaknesses and tailor the next day's lesson to those needs.

## Immediate Support for Students

MyMathLab for School provides immediate feedback for practice exercises. This allows students to check their answers as they work on homework. Students have access 24 hours a day, 7 days a week to interactive learning aids, such as videos, animations, and textbook pages (where applicable) that offer step-by-step support in answering the question. Students receive immediate feedback indicating where they need extra help without waiting until the teacher grades the work.

When students answer a question correctly, they receive encouraging feedback. When students answer a question incorrectly, they receive detailed, meaningful feedback on the error. When students complete an assignment, they immediately see a summary of their results.

Teachers can administer the same diagnostic assessment (with different algorithmically generated exercises) as a post-test, with the results available in the item analysis feature in

the gradebook. Teachers and administrators can review what students have learned as a group or as individuals.

Teachers can also use the customization features in MyMathLab for School to assign their own quizzes and assessments to meet class needs or those of individual students. The pre-test is also customizable.

# Calculus: Graphical, Numerical, Algebraic

## Assessments

Assessments feature a variety of activities that focus on conceptual understanding, procedural skill, and problem-solving ability for real-life situations that require the selection of words, information, structures, and formats.

Standardized test questions similar to those on the AP® exam are included in each chapter section. Preparation for the AP® exam also includes cumulative Quick Quizzes two or three times in each chapter. Teachers can monitor how well students are grasping the material, and students can see where improvement is needed.

At the end of each Chapter Review Exercise set, an AP® Examination Preparation box includes three free response questions written in the AP® format. Additional practice questions are provided in the AP® Test Prep Workbook.

Using the AP® Test Prep workbook written in conjunction with *Calculus: GNA* helps students translate what they learned in class and what they read in their textbook to what they will need for the AP® exam. The workbook includes review for the AB and BC exams, and four full practice exams with answers and solutions.

***Requirement***

3. The program must have a balance of conceptual understanding, procedural practice, and application.

***Response***

# enVision A|G|A

## Conceptual Understanding, Procedural Fluency, and Application

The *enVision A|G|A c2024* teacher edition and our digital learning platform, Savvas Realize™, provide support in each lesson so teachers can help students build conceptual

understanding, procedural fluency, and application proficiency through activities and questioning strategies:

- Features include assignable lesson interactive exercises, Savvy Adaptive Practice, animation, and videos.
- Lessons include comprehensive print and digital resources for assessing students and differentiating instruction.
- Program, topic, and lesson professional development videos provide valuable instructional support and insight into student learning.

Guiding questions marked with ETP (Effective Teaching Practices) help teachers in stimulating classroom discourse, incorporating math practices, preventing student misconceptions and common errors, supporting coherence, and analyzing student work.

The guiding questions support the following NCTM Effective Mathematics Teaching Practices:

- Establish mathematics goals to focus learning
- Implement tasks that promote reasoning and problem solving
- Use and connect mathematical representations
- Facilitate meaningful mathematical discourse
- Pose purposeful questions
- Build procedural fluency from conceptual understanding
- Support productive struggle in learning mathematics
- Elicit and use evidence of student thinking

Instruction in the program emphasizes the Standards for Mathematical Practice by connecting the math practices to the content. A major focus of the program is helping students grow in mathematical maturity by building proficiency with the thinking habits exemplified by the standards. Core instruction is a combination of content and the standards that are part of lesson instruction.

## Mathematical Thinking and Reasoning

Mathematical thinking and reasoning is an integral part of developing conceptual understanding. The program's Mathematical Modeling in 3 Acts builds students' confidence to think mathematically and solve problems on their own, preparing them for the Next Generation Assessments expectations.

### Mathematical Modeling in 3 Acts Lessons

In Mathematical Modeling in 3 Acts lessons, students are asked to develop solution conjectures to answer the main question. As shown in the following figures, students test

their conjectures by creating a mathematical model to work through the steps of the modeling process to solve the problem.




**Act 1: The Hook.**

An engaging video introduces the question and encourages students to talk about the problem.




**Act 2: Model with Math.**

Students determine what resources they need and develop a solution to answer the question.




**Act 3: The Solution.** The final video reveals the answer and students analyze the results.

**Mathematical Modeling in 3 Acts.** Students engage in challenging, reality-based mathematical modeling that closely mirrors the work of STEM professionals.

Mathematical Modeling in 3 Acts lessons are available for every topic and are designed to engage students in the complete modeling cycle.

## STEM Projects

STEM projects for each topic provide opportunities for students to explore situations that address real-world social, economic, and environmental issues. Students learn connections across topics in science, technology, engineering, and math.




**Real-World Topics.** STEM projects engage students with connections across topics in science, technology, engineering, and math. These projects feature mathematical applications across actual science, economic, and environmental social issues that students recognize as having real world impact on their lives.

## Performance Tasks

A performance task and an application example in every lesson are designed to reinforce students' skills and knowledge in real-world situations.



SAVVAS LEARNING COMPANY

## Additional Manipulatives to Enhance Learning

Students can use the following additional program resources to build mathematical skills:

- Interactives powered by Desmos are embedded throughout lesson launches, examples, and exercise sets. Students work with tables, graphs, and equations, as well as the Desmos graphing calculator, scientific calculator, and geometry tools.
- Hands-on learning activities, such as compass and straightedge construction activities, include use of algebra tiles to solve equations.
- Animation and worked-out examples are available for every lesson on Savvas Realize. Teachers can project examples for instruction during class time, and students have online access through Realize or offline access using the Realize Reader app.
- Concept Summary, available online and offline through the Realize Reader app, provides a formal synthesis of mathematical content in multiple representations, including numerical, algebraic, graphical, and diagrammatic.
- Online practice on the MathXL for School system is auto-graded. Students receive real-time feedback, and they can use a variety of learning aids.

## Helping Teachers Deliver Instruction

The *enVision A|G|A c2024* teacher edition and Savvas Realize provide support in each lesson, so teachers can help students build conceptual understanding, procedural fluency, and application proficiency through activities and questioning strategies:

- Features include assignable lesson interactive exercises, videos, and Savvy Adaptive Practice, a digital engine that delivers instruction and practice problems automatically in real time.
- Lessons include comprehensive digital resources for assessing students and differentiating instruction.
- Program and topic professional development videos provide valuable instructional support and insight into student learning.

The Teacher's Edition Program Overview provides specific information about organization, pedagogy, components, correlations, and best practices in teaching the program effectively and efficiently. Extensive teaching notes support each part of daily lessons, all lesson and topic student resources, and assessments in the topic.

Guiding questions marked with ETP (Effective Teaching Practices) help teachers in stimulating classroom discourse, incorporating math practices, preventing student misconceptions and common errors, supporting coherence, and analyzing student work.

The guiding questions support the following NCTM Effective Mathematics Teaching Practices:

- Establish mathematics goals to focus learning
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- Use and connect mathematical representations
- Facilitate meaningful mathematical discourse
- Pose purposeful questions
- Build procedural fluency from conceptual understanding
- Support productive struggle in learning mathematics
- Elicit and use evidence of student thinking

Instruction in the program emphasizes the Standards for Mathematical Practice by connecting the math practices to the content. A major focus of the program is helping students grow in mathematical maturity by building proficiency with the thinking habits exemplified by the standards. Core instruction is a combination of content and the standards that are part of lesson instruction.

## SuccessMaker: Foundations of High School Math

*SuccessMaker: Foundations of High School Math* develops students' procedural fluency and conceptual understanding and gives students the opportunity to solve real-word problems in multiple ways. The program helps ensure automaticity with Speed Games, a fun and engaging way to help students learn and recall math facts. Students practice addition, subtraction, multiplication, and division facts to build automaticity. Students can develop conceptual understanding with multi step performance tasks. Performance tasks give students the opportunity to apply mathematics to real-world contexts and connect mathematical concepts. They also give students opportunities to use appropriate tools and persevere in problem-solving. Students build problem-solving skills with technology-enhanced items (TEIs), such as drag-and-drop and graphing, which require students to solve multi-step problems.

## Precalculus: Graphical, Numerical, Algebraic Common Core

The authors of *Precalculus: Graphical, Numerical, Algebraic Common Core* encourage graphical, numerical, and algebraic modeling of functions and a focus on problem solving, conceptual understanding, and facility with technology. Students are urged to solve problems by one method and then support or confirm their solutions by using another method. The

authors contend students must learn the value of each of these methods or representations and must learn to choose the one most appropriate for solving the particular problem under consideration. This approach reinforces the idea that to understand a problem fully, students need to understand it algebraically, graphically, and numerically.

As students work through the applications, they are exposed to functions as mechanisms for modeling data and are motivated to learn about how various functions can help model real-life problems. They learn to analyze and model data, represent data graphically, interpret from graphs, and fit curves. Additionally, the tabular representation of data presented in the text highlights the concept that a function is a correspondence between numerical variables. This helps students build the connection between the numbers and graphs and recognize the importance of a full graphical, numerical, and algebraic understanding of a problem.

## A Balanced Curriculum

*Precalculus: Graphical, Numerical, Algebraic Common Core* offers students an easier, consistent transition from precalculus to calculus using a balanced approach to problem solving, appropriate use of technology, and accessible writing style and exercises. Features and benefits for students include the following:

- The Statistics and Probability chapter addresses the growing importance of statistics and probability needed in college, career, and everyday life.
- The revised examples and exercises throughout the book include the most current data available and keep the applications relevant to students.
- Updated calculator screens conform to the enhanced capabilities of modern graphing calculators. Additionally, the authors added more student and teacher notes.
- A nationally recognized author team has years of experience and expertise in the teaching of precalculus and calculus.
- The program is written to meet the needs of today's students and includes the following features:
    - Appropriate balance of graphical and algebraic representation
    - Applications integrated throughout the text
    - Examples and exercises for all levels of students
- The 12 Basic Functions are emphasized as a major theme and focus throughout the book.
- Expanded sections now include Closeness and Between-ness in a Complex World and Random Variables and Expected Value.
- Data sets and applications skills practice are updated.

# Calculus: Graphical, Numerical, Algebraic

*Calculus: Graphical, Numerical, Algebraic* encourages students to relate concepts and procedures from different topics in mathematics and to see mathematics as an integrated field of study. Students make connections among different areas of mathematics and other disciplines through examples from biology, business, chemistry, economics, engineering, finance, physics, the social sciences, and statistics.

Additional lesson enrichment includes critical thinking, application, technology, and practice exercises. Discovery activities encourage students to further explore algebraic and trigonometric concepts.

Some examples are based on real data from cited sources. Students learn functions as mechanisms for modeling data and how various functions can model real-life problems. They learn to analyze and model data, represent data graphically, interpret from graphs, and fit curves. Additionally, tabular representations of data presented in the text show that a function is a correspondence between numerical variables.

***Requirement***

4. The program must have strong supports for English Language Learners, students who struggle with mathematics, and students who are gifted with mathematics.

***Response***

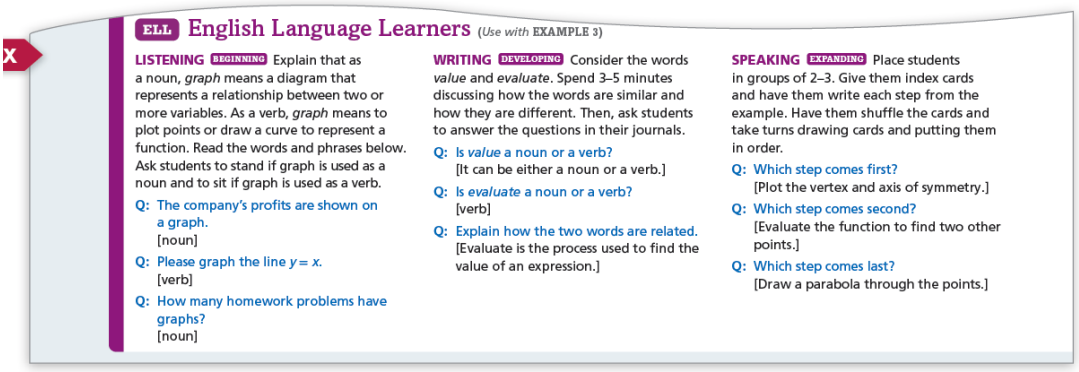
# enVision A|G|A

## Supports for English Language Learners

To address the needs of English language learners, the *enVision A|G|A c2024* teacher edition provides instructional support aligned to WIDA specifications. Reading, writing, speaking, and listening categories are attended to at different proficiency levels. Principles based on research and best practices frame the instructional support.

Teachers can use the available support with a specific part of the lesson to help build understanding and English language proficiency through activities and questioning strategies. Since math is a second language, teachers can use the support for all, not just multilingual learners.

An interactive glossary in English and Spanish is provided for students in their Realize Reader. A multilingual handbook provides a glossary in 10 languages.



ELL English Language Learners (*Use with* EXAMPLE 3)

**LISTENING** BEGINNING Explain that as a noun, *graph* means a diagram that represents a relationship between two or more variables. As a verb, *graph* means to plot points or draw a curve to represent a function. Read the words and phrases below. Ask students to stand if graph is used as a noun and to sit if graph is used as a verb.

Q: The company's profits are shown on a graph.
[noun]

Q: Please graph the line $y = x$.
[verb]

Q: How many homework problems have graphs?
[noun]

**WRITING** DEVELOPING Consider the words *value* and *evaluate*. Spend 3–5 minutes discussing how the words are similar and how they are different. Then, ask students to answer the questions in their journals.

Q: Is *value* a noun or a verb?
[It can be either a noun or a verb.]

Q: Is *evaluate* a noun or a verb?
[verb]

Q: Explain how the two words are related.
[Evaluate is the process used to find the value of an expression.]

**SPEAKING** EXPANDING Place students in groups of 2–3. Give them index cards and have them write each step from the example. Have them shuffle the cards and take turns drawing cards and putting them in order.

Q: Which step comes first?
[Plot the vertex and axis of symmetry.]

Q: Which step comes second?
[Evaluate the function to find two other points.]

Q: Which step comes last?
[Draw a parabola through the points.]

**Support for Multilingual Learners.** Daily lesson support aligned to WIDA specifications is available in the teacher edition.

## Math Literacy and Vocabulary

Lessons begin with a Vocabulary Builder section to address the lesson vocabulary:

- The Vocabulary Builder lists new and review vocabulary in English and Spanish for each lesson to support academic language development.
- The Vocabulary Builder also includes an activity directly related to the content objective to help all students build their mathematical literacy.
- Activities promote understanding of math concepts while reinforcing and building the key language skills of speaking and listening as students share and defend their strategies.
- In addition, the Mathematical Literacy and Vocabulary Worksheet, a resource available for every lesson, provides scaffolded support to help students build vocabulary.

## Dual Language

The Algebra 1 Student Edition, Student Companion, and Assessment Sourcebook are available in a direct translation into Spanish. To further support Spanish speakers, Spanish text and audio of problem statements are featured in algebra 1 lesson-opening activities and examples.

These support materials are available in Spanish for Algebra 1 resources. Online practice on MathXL for School is available in Spanish in algebra 1. Virtual Nerd tutorial videos are closed-captioned in English and Spanish for additional language support in algebra, geometry, and algebra 2.

Students can access an interactive glossary in English and Spanish in their Realize Reader. A multilingual handbook also provides a glossary in the following languages:

- Cambodian
- Cantonese
- English
- Haitian Creole
- Hmong
- Korean
- Mandarin
- Filipino (Tagalog)
- Spanish
- Vietnamese

### Other Languages

Through their student edition on Savvas Realize, students (including those using *enVision Geometry* and *enVision Algebra 2*) can access content digitally in more than 100 languages using Google Translate, including Spanish, Arabic, French, Hebrew, and Russian.

## Support for Students Who Struggle With Math

The teacher edition and Savvas Realize feature support options for struggling students and guidance for adapting lessons to support a range of student learning needs:

- Instruction methods and suggestions help teachers modify specific examples for students who need scaffolds.
- Teacher notes provide Tier I prompts specific to the part of the lesson that the students need differentiation.
- Response to Intervention prompts include intervention for students who are struggling and support for multilingual learners.
- Savvy Adaptive Practice assignments are aligned to lesson objectives, delivering a personalized learning experience for each student. These assignments respond in real time to student answers, offering support based on the individual student's work. Each student experiences a unique pathway through the mathematical content, ensuring gaps in understanding are addressed.

## Enrichment Activities for Advanced Learners

The following enrichment activities are designed to extend lesson concepts for advanced learners:

- Lessons aligned to the Common Core (+) standards are included as an option when teaching geometry and algebra 2.
- Honors lessons are highlighted throughout the teacher edition.
- Enrichment activities are available in digital and print formats for every lesson.
- Savvy Adaptive Practice offers a truly individualized pathway through content based on a student's specific learning needs. Students who demonstrate understanding of mathematical content are offered more challenge within the assignment as it adapts to their real-time responses.

- STEM projects are provided (one per topic).
- Extend Student Thinking prompts for every lesson are included in the teacher edition.
- Performance tasks for every lesson and topic provide problems that often feature real-world applications.
- Enrichment examples on Savvas Realize provide further extension for key concepts.

During lesson Step 4. Assess & Differentiate, additional practice and differentiation are available for a range of needs, including accelerated learners. Daily enrichment includes engaging problems and activities that extend lesson concepts.

# Differentiation for Students' Learning Needs

*enVision A|G|A c2024* lessons and topics feature a variety of scaffolding, differentiation, intervention, and support—in digital and print formats—for a variety of student learning needs. Through support in the teacher edition and on Savvas Realize, teachers can personalize instruction to meet individual student needs.

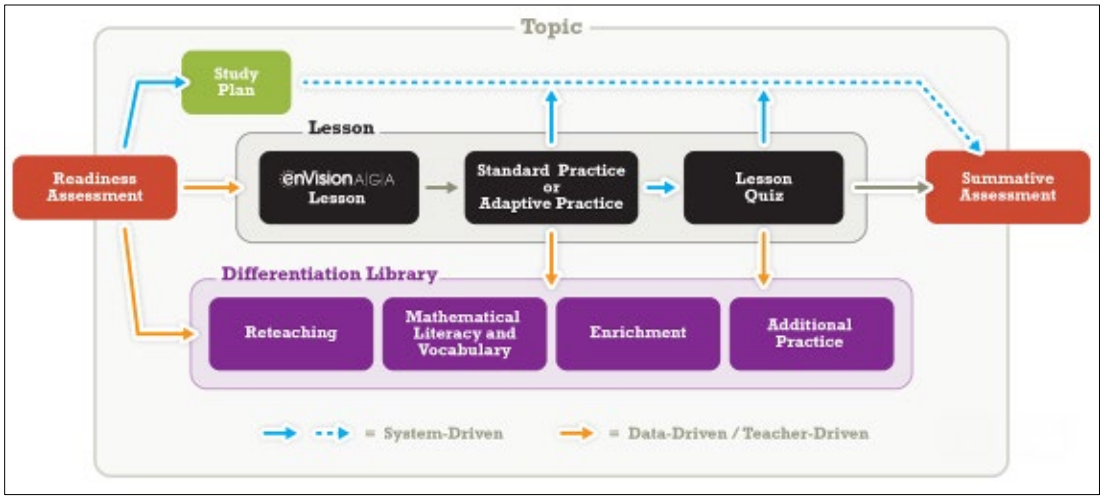
## Differentiation Library

With *enVision A|G|A c2024*, teachers can select resources from the Differentiation Library to meet individual student needs at the lesson level, as the result of lesson quiz scores or based on informal observation of students' performance.

Embedded student support makes instruction accessible to a range of students, including culturally and linguistically diverse learners. Teachers can use the following support options to adapt lesson instruction for a variety of student needs:

- **Topic readiness assessments** evaluate students' prerequisite knowledge for the topic objectives. Teachers, Savvas Realize, or both can use the results of this diagnostic assessment to develop personalized study plans for each student.
- The **Reteach to Build Understanding** offers reteaching and practice of lesson concepts or skills. This resource is available as auto-scored digital assignments, editable Microsoft® Word documents, or assignable PDFs.
- **Mathematical Literacy and Vocabulary exercises** provide structured support to help students improve their math literacy and vocabulary knowledge. These exercises are available as auto-scored digital assignments, editable Microsoft Word documents, or assignable PDFs.
- **Additional practice activities for each lesson** are available as auto-scored digital assignments, editable Microsoft Word documents, or assignable PDFs.

- **Savvy Adaptive Practice** provides online practice designed to address individual student gaps in prerequisite skills and offers a truly individualized pathway through content based on a student's specific learning needs.
- **Enrichment activities** that extend the lesson objectives are available as auto-scored digital assignments, editable Microsoft Word documents, or assignable PDFs.
- **STEM projects** for each topic include multiple tasks, which allow students to work on problems faced by real scientists and engineers.
- **Teacher support** for common errors is designed to engage all students, not just students who need extra support.



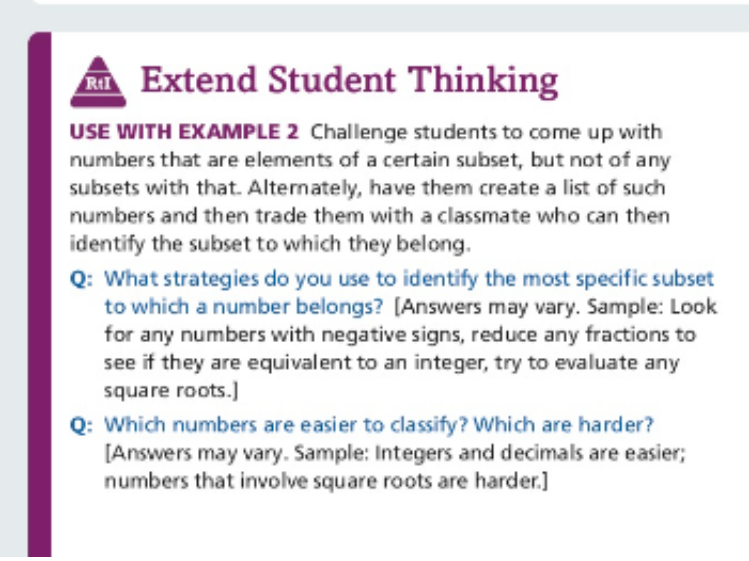

**Resources to Meet Student Needs.** Teachers can use the Differentiation Library and adaptive system features to provide resources for a range of student learning needs.

## Additional Differentiation Tools

Daily differentiation options are based on results from lesson quizzes. Students have access to a graphing calculator, a scientific calculator, and geometry tools. Teachers can offer students ways to extend interactive exercises to a more challenging problem, or they can encourage students to work with standalone tools on additional examples or problems.

Charts in the teacher edition show item alignment to the Depth of Knowledge (DOK) level for examples, practice items, and assessment items. Lesson Step 4. Assess & Differentiate also provides comprehensive support for teachers. Teachers can select resources from the Differentiation Library to meet individual student needs at the lesson level, either as the result of lesson quiz scores or based on informal observation of student performance.

Editable lesson slides for Steps 1 and 2 of each lesson provide teachers an opportunity to customize and edit presentations to connect with students.



### Extend Student Thinking

**USE WITH EXAMPLE 2** Challenge students to come up with numbers that are elements of a certain subset, but not of any subsets with that. Alternately, have them create a list of such numbers and then trade them with a classmate who can then identify the subset to which they belong.

**Q:** What strategies do you use to identify the most specific subset to which a number belongs? [Answers may vary. Sample: Look for any numbers with negative signs, reduce any fractions to see if they are equivalent to an integer, try to evaluate any square roots.]

**Q:** Which numbers are easier to classify? Which are harder? [Answers may vary. Sample: Integers and decimals are easier; numbers that involve square roots are harder.]

**Support to Challenge Students.** The teacher edition provides support options to further student thinking, including engaging and challenging enrichment activities designed to extend lesson concepts.

# SuccessMaker: Foundations of High School Math

## Supports for English Language Learners

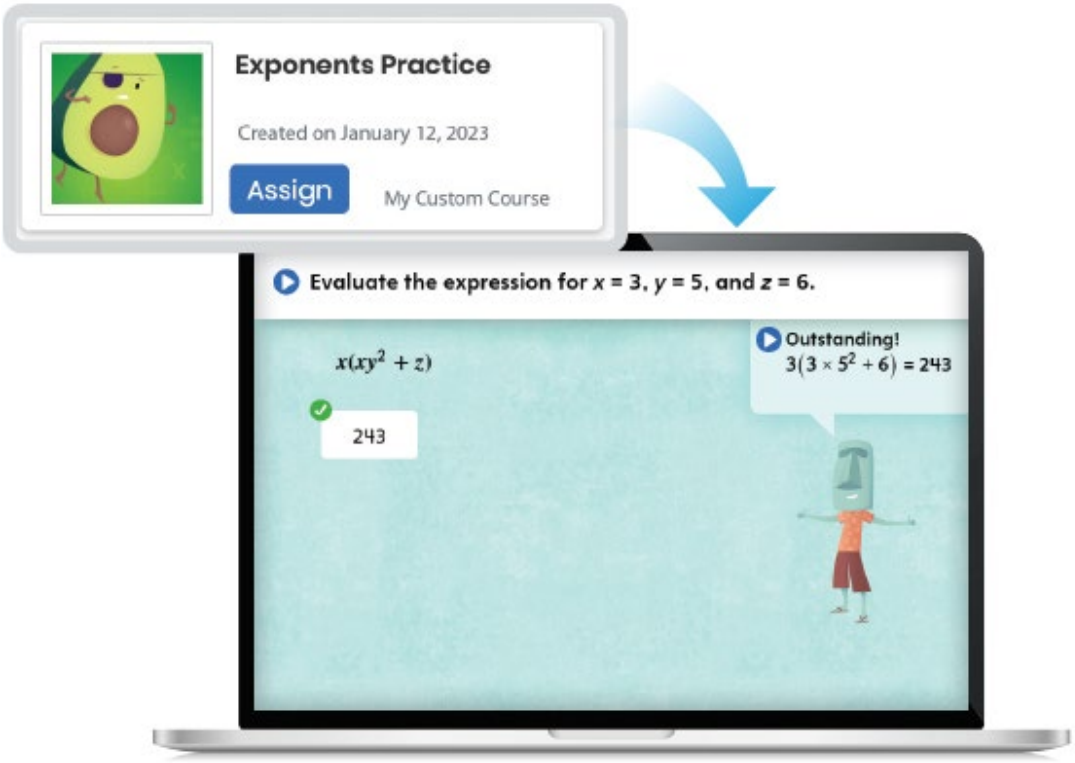
For English learner support, translations for more than 60 languages are available within *SuccessMaker: Foundations of High School Math*. Students can switch between English and Spanish at any time. In addition, Spanish targeted print lessons are provided, so teachers can easily deliver targeted small group math instruction in Spanish. Plus, the *SuccessMaker Math* Student Performance Report makes it easier to communicate with caregivers and families in Spanish.

## Targets Specific Gaps in Prerequisite Skills

After students take an Initial Placement test, the *SuccessMaker* adaptive engine takes over from there and automatically adjusts instruction in real time with every student response. Each student receives the personalized instruction they need for whatever skill they need more help in mastering.

Along with the system-driven adaptive course, *SuccessMaker: Foundations of High School Math* allows high school math teachers to create additional adaptive targeted assignments to support grade-level algebra 1 or integrated math I instruction. For example, if a student is working on earlier foundational skills in the system-driven course, but an upcoming algebra 1

lesson requires a student to have a solid understanding of exponents, a teacher can create an adaptive practice assignment to give a student more work with exponents to support the algebra 1 lesson.




**Aligns to Core Grade-Level Instruction.** *SuccessMaker: Foundations of High School Math* allows teachers to target student needs and provide personalized interventions to support lessons.

With *SuccessMaker: Foundations of High School Math*, high school students know where they stand and what they need to do to reach their math learning goals. The program forecasts student performance based on up-to-the-minute usage, then prescribes the precise amount of weekly usage each student needs to reach his or her target learning goal. Educators can set specific target learning goals and learning dates within the program.

## Precalculus: Graphical, Numerical, Algebraic Common Core

Throughout the text, vocabulary is highlighted in yellow for easy reference. Additionally, Properties, Definitions, and Theorems are boxed in purple, and Procedures in green, so that they can be easily found. Teacher margin notes include “Helping English Learners”.

*Precalculus: Graphical, Numerical, Algebraic Common Core* offers more than 6,000 exercises, including 720 Quick Review Exercises. The section exercises have been carefully graded from routine to challenging, making it easier for teachers to assign different levels of problems to support differentiation. Explorations appear throughout the text and provide students with an opportunity to become active learners and discover mathematics on their own. Explorations also help students hone critical thinking and problem-solving skills. Some are technology-based and others involve exploring mathematical ideas and connections.

Extra student support and practice are provided in the Student Practice Workbook, which includes examples that parallel key examples from each section of the textbook. Related practice problems follow each example.

The majority of the applications in *Precalculus: Graphical, Numerical, Algebraic Common Core* are based on real data from cited sources, and their presentations are self-contained; students do not need any experience in the fields from which the applications are drawn.

As students work through the applications, they are exposed to functions as mechanisms for modeling data and are motivated to learn about how various functions can help model real-life problems. They learn to analyze and model data, represent data graphically, interpret from graphs, and fit curves. Additionally, the tabular representation of data presented in this text highlights the concept that a function is a correspondence between numerical variables. This helps students build the connection between the numbers and graphs and recognize the importance of a full graphical, numerical, and algebraic understanding of a problem.

## Calculus: Graphical, Numerical, Algebraic

Because *Calculus: Graphical, Numerical, Algebraic* is an advanced course, it does not offer differentiation for English language learners. Instead, MyMathLab for School offers teachers access to rich, flexible course materials to personalize each student's learning experience. Students of all levels receive an interactive eText, personalized study plans, and multimedia learning aids, which allow them to learn at their own pace. Teachers can use the automatically graded online homework assignments to track student results and assess how individual students—or the class as a whole—are progressing with specific topics. Teachers can then use this information to adjust the lectures or their lesson plan and intervene or accelerate depending on the student data they see.

***Requirement***

5. The program should have a representation of diverse community members with embedded culturally responsive teaching to support the social and emotional development of learners.

### *Response*

At Savvas, we believe every student has the potential to change the world. It starts with students feeling a strong sense of belonging within a learning community that values their experiences, sets high expectations, and makes content meaningful and accessible.

We are honored to partner with the State of Connecticut in its mission to support culturally responsive instruction, multi-language learners, and students with disabilities. Savvas supports teachers in making real change in their classrooms by helping:

- Create classroom **environments** that welcome a **diverse array of perspectives** and provide **safe spaces** for challenging conversations.
- Foster **student voice** and **improve achievement** with curricula that opens minds and allows students **to see themselves reflected** in what they learn.
- Set **high expectations** for all learners.
- Promote **student agency** through **options** and self-directed learning.
- Provide opportunities for students to **share their rich, cultural backgrounds**.
- **Involve** family, caregivers, and community members, by offering a support portal to assist students, ensuring that **learning thrives everywhere**.

*enVision Mathematics* was developed by a team of diverse authors, editors, writers, and designers who bring their varied backgrounds, diverse experiences, and viewpoints into the process of creating, inclusive, high-quality materials that reflect their unique perspectives and expertise. The instructional design was intentionally created to be inclusive of a wide variety of student needs and incorporates the cultures and identities of diverse communities to foster meaningful connections and learning experiences for all students.

Some specific examples include:

- In *enVision A|G|A c2024*, lessons begin with a problem-based learning experience that promotes collaboration and engagement. Students are encouraged to share their unique perspectives and bring their cultural experiences to the discussion.
- Embedded 3-Act Mathematical Modeling engages students in real world problem solving and give them an opportunity to choose the strategy to solve the problem.
- **Growth Mindset questions** prompt students to recognize opportunities for growth academically, socially, and personally. Teachers can use these questions to prompt classroom conversation to help students embrace a growth mindset. Let's Investigate! digital lessons are student-led exploration lessons that draw on unique backgrounds, experiences, customs, and traditions.

- Through STEM Projects, students explore situations that address real social, economic, and environmental issues that foster mathematical connections across topics.
- Diverse problem scenarios: Problems throughout the program reflect diverse people and a variety of experiences, viewpoints, and perspectives.
- Real World Situations in the Solve and Share and the Visual Learning activities provide all students with relevant learning experiences.
- Editable Lesson Slides give teachers opportunities to further customize and bring in content relevant to the students in their classroom.
- Family Engagement resources. These websites help teachers extend an invitation to math in both directions, from home to school and from school to home. They inform families about the content students are learning in math, but even more importantly, they invite families to be involved in the math learning process by providing a topic and lesson-level activities and conversation starter families can use with their students at home.
- The *enVision* Language Support Handbook helps teachers support the cultural and linguistic needs of diverse learners.
- *enVision Mathematics* builds language and encourages productive math discourse. Guidance for teachers is provided around the 5 Practices for Orchestrating Productive Math Discussions (Smith and Stein).
- Savvas Realize offers a variety of tools to make lesson planning and assessing learners easier and more efficient with:
- Savvas Realize: Scout makes “assessing to inform” part of everyday instruction, helping teachers build powerful student profiles in a single, organized place. Snap photos, record observations, and class discussions, and make anecdotal notes while creating a detailed picture of individual student growth over time.
- Professional Development is embedded throughout the enVision Mathematics curriculum, including author videos that give important perspectives on math concepts and show the programs in action. New for grades 6–8 ©2024, “Using Manipulatives” videos offer teacher tutorials and guidance to engage students in concrete modeling with physical and digital manipulatives.
- Enhanced support for Multilingual Learners, including a multilingual glossary and an eText translation tool that allows students to access 100+ languages.

For more information about the equity and inclusion in learning values of Savvas, visit: www.savvas.com/inclusion.

***Requirement***

6. The program must be available in print and online. The online component should offer interactive lessons and communications between the teachers and the students.

***Response***

# enVision A|G|A

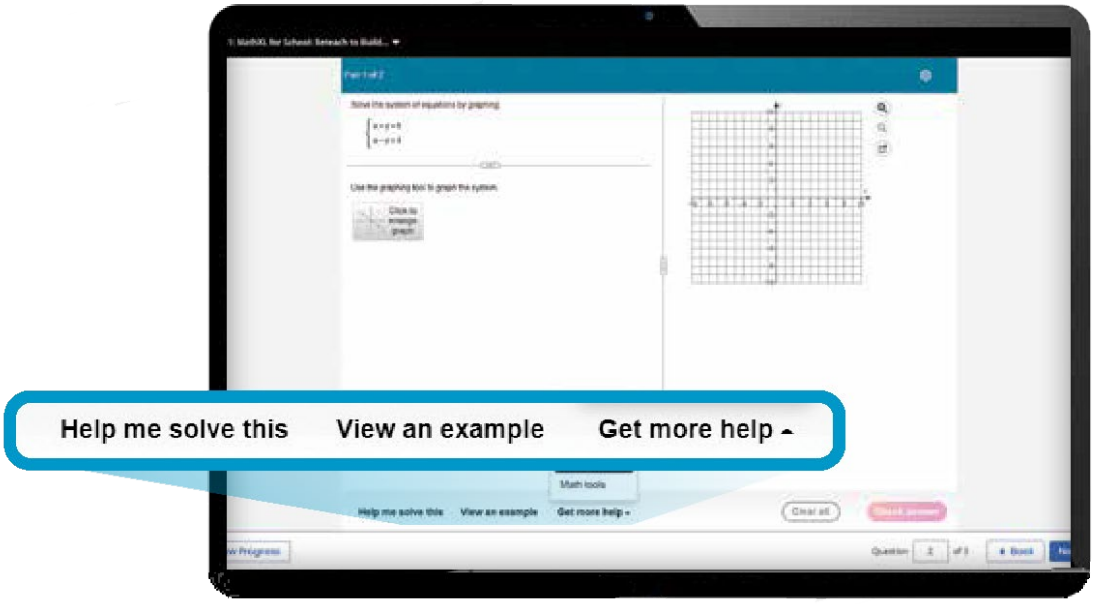
*enVision A|G|A c2024* can be delivered in print, digital, or blended formats. All lesson content is provided through our Savvas Realize online platform, which is available through the common web browsers used in most schools. Online lessons are designed to promote student engagement with content through interactive learning aids, personalized practice, and feedback.

Using their student edition on the Realize Reader eText, students can interact directly with the math content on a tablet or computer using tools to highlight, annotate, and copy and paste the text. Students can work offline, and when their device is online and synched to Savvas Realize, their teacher can review their offline activity.

The embedded interactives powered by Desmos are available online and offline using the Realize Reader web app. Additionally, students can access an English and Spanish glossary on the Realize Reader app or in the student edition.

## MathXL for School

Additional personalized lesson practice with feedback and rationale for incorrect answers is provided through the MathXL for School practice, re-teach, mixed review, and enrichment assignments. Online practice is auto-scored with built-in learning aids, including Help Me Solve This, View an Example, and Virtual Nerd videos.




**Feedback and Rationale.** Through the MathXL for School practice, review, and enrichment assignments, students receive feedback during practice exercises and rationale for incorrect answers.

Savvy Adaptive Practice assignments support the lesson objectives, delivering a personalized learning experience for each student. These assignments respond in real time to student answers, offering support or challenge based on each individual student's work. Each student experiences a unique pathway through the mathematical content, ensuring their prerequisites in understanding are addressed.

## SuccessMaker: Foundations of High School Math

*SuccessMaker* is a digital program. When the online program identifies students needing additional instructional support with a concept, *SuccessMaker* automatically suggests small groups and provides point-of-use targeted lessons in English and Spanish. These lessons can be used with the whole-class, small group, or one-on-one to provide intervention or for additional practice.

## Precalculus and AP Calculus

*Precalculus: Graphical, Numerical, Algebraic Common Core* and *Calculus: Graphical, Numerical, Algebraic* are available in print and online.

# MyMathLab for School

Digital resources for *Precalculus: Graphical, Numerical, Algebraic Common Core* and *Calculus: Graphical, Numerical, Algebraic* are offered through MyMathLab for School from Pearson that offers a series of online courses that align to Pearson's programs in mathematics.

MyMathLab® for School

MyMathLab for School is a full digital course complete with interactive eText, online homework assignments, and multimedia learning aids with embedded links to videos and practice exercises. The solution offers the following tools and resources:

- Personalized study plan
- Interactive eText and learning aids
- Online homework, quizzes, and tests
- Multimedia library
- Gradebook, course management tools, discussion boards, and collaboration tools

**Online Resources.** Students and teachers can access MyMathLab for School, the full digital course with interactive eText, and online homework, practice, and assessment supplement.

MyMathLab for School offers the following benefits to teachers and students:

- **Interactive eText** with embedded links to videos and exercises, and tools for highlighting and note-taking
- Online and **auto-graded homework**, **assessments**, and **personalized study plans**
- A comprehensive **multimedia library** with instructional videos, animations, and PowerPoint® slides
- Rich and flexible **teacher resources** to support online collaboration and discussions
- **Interactive learning aids** designed to support diverse learning styles and provide immediate feedback
- **Personalized study plans** based on student ability, which update as new assignments are completed

Students can work through assignments at their own pace or with teacher direction through work on their study plan, homework, quizzes, and tests. For added flexibility, teachers can also create and assign their own online exercises or media asssignments, such as videos, animations, video lectures, and PowerPoint presentations.

MyMathLab for School features a number of practice exercises associated with each chapter. Students can access the learning aids on the right side, including “Help Me Solve This” and “View an Example,” which offer guided step-by-step instruction on the problem. As they answer each problem, students receive immediate feedback.

City teachers can use MyMathLab for School and MathXL for School to develop personalized study plans for each student that are based on needs identified through a pre-test on course objectives. Then, throughout the school year, teachers monitor the student’s progress against his or her study plan and provide additional feedback as needed.

***Requirement***

7. The program should include opportunities for students to engage in rigorous tasks that encourage communication, problem solving, collaboration, and grit.

***Response***

# enVision A|G|A

## A Coherent Balance of Rigor

*enVision A|G|A c2024* has been carefully crafted and sequenced to effectively balance conceptual understanding, procedural fluency, and application for a coherent approach to high school mathematics.

The Math Background feature on every Topic Overview page details focus, coherence, rigor, and math practices and how these tie into instruction

Throughout daily lessons, students are actively engaged, working independently, in pairs, and in small groups. Teachers facilitate math discourse by having students share their thinking with a partner, small group, or the whole class. Habits of Mind questions foster students’ thinking as they use the language of mathematical practices during discussions.

As described below, all lessons follow a consistent instructional design to achieve a coherent progression of mathematical content that builds lesson to lesson.

### Step 1: Explore

Students are introduced to concepts and procedures informally with a problem-solving experience. During lesson-opening explorations, students connect what they know to new ideas embedded in the problem. When students make these connections, conceptual understanding becomes easier. Lesson-opening activities feature three types:

- **Explore & Reason.** Students explore a mathematical concept and use their reasoning to draw conclusions.

- **Model & Discuss.** The situation presented requires that students engage with an element of the mathematical modeling process.
- **Critique & Explain.** Students evaluate examples of mathematical reasoning and critique the reasoning as appropriate. In all instances, students are asked to construct mathematical arguments.

## Step 2: Understand & Apply

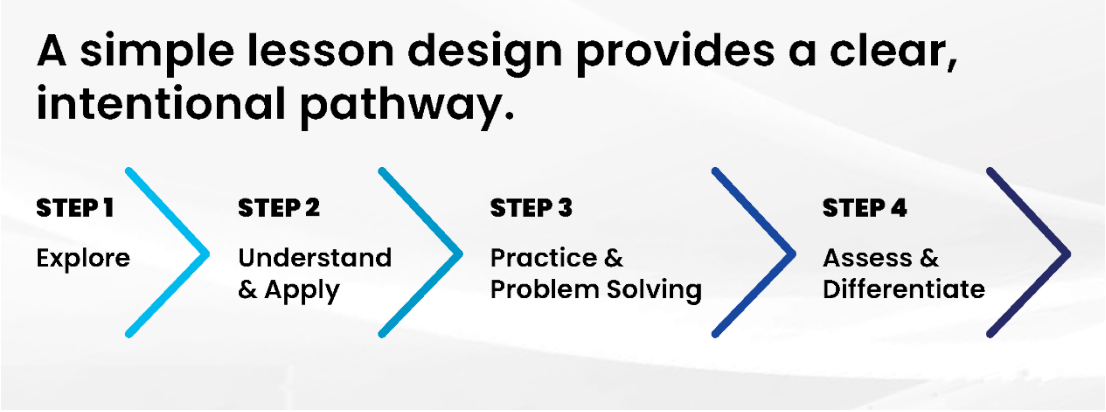
Enhanced direct instruction helps students connect their thinking about the opening activity in Step 1 to the new ideas of the lesson. Visual examples in the Conceptual Understanding feature show math concepts in a way that promotes student understanding. Examples present key lesson concepts to help students develop deep understanding of the content. Students and teachers discuss the concepts that underlie the procedures in each lesson.

The Conceptual Understanding feature prompts students with Why? questions, such as the following examples:

- Why is finding the intersection of two lines by graphing not the most accurate method?
- Why would you use the substitution method to find the point of intersection for two lines?

Skill & Application examples are provided to show students how mathematics can be used in real-world problems. Teacher support for each example includes questions that help students make the connections between their thinking from the opening activity and the mathematics in the examples.

Students demonstrate conceptual understanding, procedural fluency, and strategic competence in the Do You Understand? and the Do You Know How? sections, which include a short formative assessment. Math practices are indicated, and teaching support includes common error support for all students.




**Consistent Instructional Design.** Teachers can support a wide range of student learning needs. The research-based lesson pedagogy is designed to engage high school students through reality-based scenarios and relevant context.



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## Step 3: Practice & Problem Solving

Students build proficiency as they work on their own through carefully sequenced exercises to apply what they learned and practice toward mastery. This step is sequenced in four parts:

1. **Understand.** While working through exercises focused on new concepts, students are asked to show conceptual understanding by explaining their reasoning, constructing arguments, and analyzing errors, among other tasks.
2. **Practice.** Students practice their newly learned skills and concepts.
3. **Apply.** Using their knowledge, students work through real-world examples.
4. **Assessment Practice.** Students practice with high-stakes assessment items, including a performance task.

Additional personalized lesson practice—with feedback and rationale for incorrect answers—is provided through the MathXL for School online homework, tutorial, and assessment system. Online practice is auto-scored, and built-in learning aids include Help Me Solve This, View an Example, and Virtual Nerd videos.

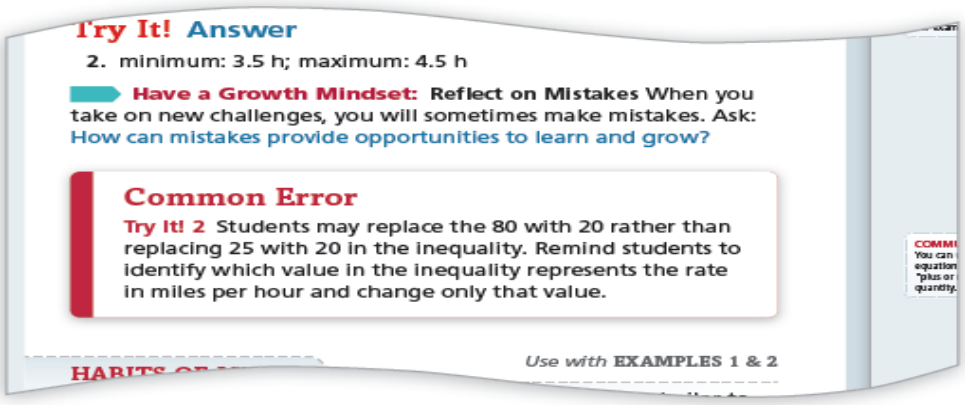
## Step 4: Assess & Differentiate

Additional practice and differentiation are designed for students with a range of learning needs:

- Daily enrichment includes engaging problems and activities that extend lesson concepts.
- Additional practice is provided for students who need it.
- The Reteach to Build Understanding (which is available as an additional scaffolding resource) feature can also be used for remediation

# Collaborative Learning

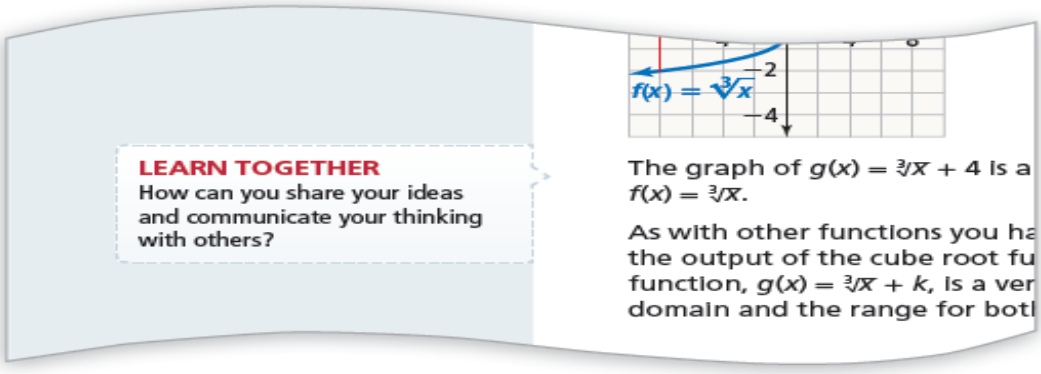
To foster a culture of collaborative learning, the student edition asks students to reflect on Learning Together and Having a Growth Mindset. The teacher edition provides discussion points and questions to encourage students to contribute their knowledge and understandings to the conversation. Student voice is elevated within the classroom as they are encouraged to bring their knowledge and experiences to the discussion.




**Classroom Conversations.** This activity is designed to promote collaboration among students and encourage them to share their knowledge and experiences.

## Learn Together

Learn Together presents questions that promote classroom discussion and development of a classroom culture that encourages, respects, and expects students to learn with and from each other.



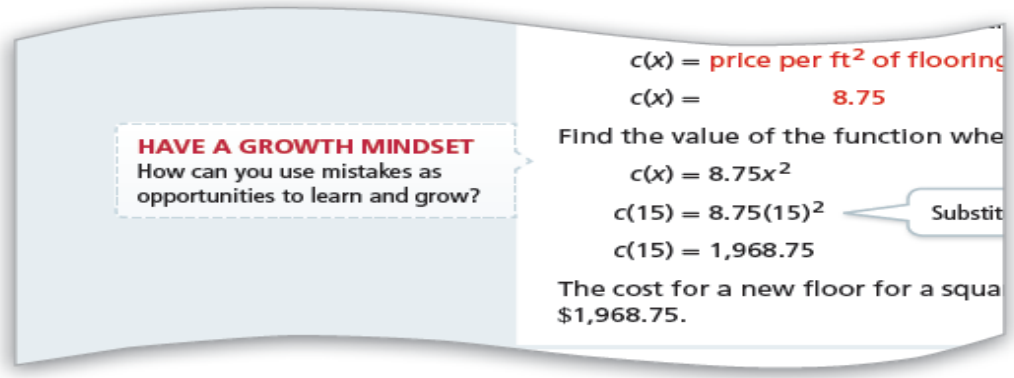

**Learn Together.** This activity is designed to promote classroom discussion to create a culture in which students respect each other and learn from each other.

## Have a Growth Mindset

Have a Growth Mindset question prompts students to recognize opportunities for growth academically, socially, and personally. Teachers can use these questions to prompt classroom conversation to help students embrace a growth mindset.



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**Have a Growth Mindset.** This activity is designed to help students develop and embrace a growth mindset.

Students, including those acquiring English, build confidence and understanding as they contribute to classroom discourse, hear mathematical language in context, and see a variety of strategies and approaches to solving problems. Placing the emphasis on contribution, rather than correct answers, and sharing ideas benefits all students' learning.

## Student Companion

This consumable student worktext increases in-class engagement as students explain their thinking, solve problems, and make it their own. The Common Core Student Companion includes the following features.

- Fosters conceptual understanding with Habits of Mind questions
- Solidifies understanding and increases student ownership with problems to try on their own
- Helps consolidate learning with sections for note taking

# SuccessMaker: Foundations of High School Math

*SuccessMaker: Foundations of High School Math* integrates a multifaceted approach to foster student engagement and achievement through rigorous tasks that integrate problem-solving strategies aimed at developing essential skills. In *SuccessMaker: Foundations of High School Math*, students work at their own pace and without risk of pressure, which helps build their confidence and motivation. A critical component of student learning is a rigorous curriculum that provides effective, individualized lessons to help students reach their full learning potential. Performance tasks give students the opportunity to apply mathematics to real-world contexts and connect mathematical concepts. They also give students opportunities to use appropriate tools and persevere in problem-solving.

# Precalculus: Graphical, Numerical, Algebraic Common Core

## The Rule of Four: A Balanced Approach

A principal feature of this text is the balance among the algebraic, numerical, graphical, and verbal methods of representing problems—the Rule of Four. For instance, we obtain solutions algebraically when that is the most appropriate technique to use, and we obtain solutions graphically or numerically when algebra is difficult to use.

The authors of *Precalculus: Graphical, Numerical, Algebraic Common Core* urge students to solve problems by one method and then support or confirm their solutions by using another method. The authors contend students must learn the value of each of these methods or representations and must learn to choose the one most appropriate for solving the particular problem under consideration. This approach reinforces the idea that to understand a problem fully, students need to understand it algebraically, graphically, and numerically

## Problem-Solving and Modeling with Math

Systematic problem solving is emphasized in the examples throughout the text by using the following variation of George Polya's problem-solving process that emphasizes modeling with mathematics:

- Understand the problem
- Develop a mathematical model for the problem
- Solve the mathematical model and support or confirm the solution
- Interpret the solution within the problem setting

Students are encouraged to use this process throughout the text.

# Calculus: Graphical, Numerical, Algebraic

## Helping Students to Become Problem-Solvers

Instruction in *Calculus: Graphical, Numerical, Algebraic* shows students how to use and apply mathematical concepts to solve different types of problems and to connect newly learned skills to the real world. Chapter openers show important calculus models in everyday life.

Additional lesson enrichment includes critical thinking, application, technology, and practice exercises. Discovery activities encourage students to further explore algebraic and trigonometric concepts.

## Teaching Students to Think Critically

Each chapter of *Calculus: Graphical, Numerical, Algebraic* emphasizes critical thinking with a variety of exercises designed to help students understand the material, not just memorize it. Sets of exercises at the end of each section are preceded by a quick review.

Guidance on the appropriate use of graphing calculators encourages students to make connections among graphical, numerical, and algebraic representations, rather than relying exclusively on technology.

## Helping Students to Make Connections

*Calculus: Graphical, Numerical, Algebraic* encourages students to relate concepts and procedures from different topics in mathematics and to see mathematics as an integrated field of study. City students will make connections among different areas of mathematics and other disciplines through examples from biology, business, chemistry, economics, engineering, finance, physics, the social sciences, and statistics.

Some examples are based on real data from cited sources. Students learn functions as mechanisms for modeling data and how various functions can model real-life problems. They learn to analyze and model data, represent data graphically, interpret from graphs, and fit curves. Additionally, tabular representations of data presented in the text show that a function is a correspondence between numerical variables.

### *Requirement*

8. The vendor must have an online data management system that complies with federal and CT state laws and regulations, including but not limited to FERPA.

### *Response*

We utilize an infrastructure that runs on Amazon Web Services (AWS), an industry leader in cloud services and data security. All Savvas' data is hosted on Amazon Web Services (AWS) and the Google Cloud platform and distributed across their availability zones and regions for fault tolerance and disaster recovery.

We are confident in our knowledge of federal and Connecticut state laws and regulations, including the Family Education Rights and Privacy Act (FERPA), due to our extensive experience serving customers across all 50 states. Savvas reserves the right to review and negotiate any District terms and conditions or data privacy requirements, if necessary, in the event of an award to Savvas.

For our privacy policy, which includes information on data and security, please visit: https://www.savvasrealize.com/privacy/corporate/privacy/learning-services-privacy-policy.html#policyOverview.

# Security at Savvas

Federal laws, such as FERPA, provide necessary safeguards. Compliance with such laws depends on a knowledgeable and experienced provider of services. Savvas transmits and stores millions of student records every day all across the US. Any vendor can claim to be secure; but we build our systems with FERPA in mind, and we train our customers in maintaining their systems for FERPA compliance. Compliance with FERPA is as much about people and behavior as it is about software systems.

We prevent data compromises and harden our system against intrusion by taking specific steps in our applications, consoles, and integration solutions to support FERPA and state-specific privacy laws. Savvas's security solutions are built around three areas—encryption, authentication, and access control.

We specify HTTPS (with TLS) for all web-based transmissions of data, including both user consoles and automated systems such as Schools Interoperability Framework (SIF) agents and Web Services adapters. For non-web-based communications, Savvas specifies the use of secure file transfer protocol (SFTP) or a similarly encrypted communications channel.

Authentication is conducted over encrypted channels, usually to a directory server sponsored by the agency. Our recommended design adds K–12 specific data and complex role analysis to Microsoft Active Directory and is the most sophisticated option in the PreK–12 market; however, we have also successfully integrated with systems such as Oracle Identity Manager and plain Lightweight Directory Access Protocol (LDAP). For non-web-based communications, operating system facilities are often used for authentication; where possible, credentials for non-web-based communications are encrypted.

Access control is defined by individual applications or the SIF specification as appropriate. Authentication and access control are role-based, and Savvas's solutions support fine-grained role permissions.

See https://savvasrealize.com/privacy/corporate/privacy/learning-services-privacy-policy.html to view the Savvas Privacy Policy and information on data use.

Savvas systems are developed based on federal laws such as the Children's Internet Protection Act (CIPA), Family Education Rights and Privacy Act (FERPA), and the Children's Online Privacy Protection Act (COPPA). We train our customers and employees in maintaining systems for compliance, and we prevent data compromises and harden our system against intrusion by taking specific steps in our applications, consoles, and integration solutions to support federal and state-specific privacy laws.

***Requirement***

9. It is preferred that the online portion is combatable with Clever.

***Response***

# Savvas Realize

Our Savvas Realize digital learning platform supports single sign-on integration through a variety of formats. Districts that have implemented our Savvas EasyBridge Auto or Savvas EasyBridge Plus solutions can add EasyBridge to a Clever portal for single sign-on.

## Savvas EasyBridge

Savvas EasyBridge is a roster integration tool that allows school districts to automate the synchronization of roster data to our K–12 learning platforms, including Savvas Realize. EasyBridge helps districts perform bulk uploads and offers single sign-on, depending on district or school needs and technology readiness. A single sign-on user experience allows students, parents, and teachers to have centralized, easy access to curriculum resources and reports through one username and password.

Savvas EasyBridge offers the following benefits:

- Each teacher can save more than 50 hours per year in managing classes and rosters on one digital platform.
- Administrators save an average of three weeks or more per year without having to manage multiple rosters for student information systems and learning platforms.
- It eliminates the need for bulk uploading to multiple learning platforms, saving time and resources.
- Early research shows that districts that integrate their data on average have 10 percent more active users than districts that do not integrate.
- Integrations remove barriers of entry and promote and enable fidelity of use, which improves efficacy and outcomes for students.
- A single source for roster sharing and synchronization preserves data accuracy and consistency.

## Savvas EasyBridge Auto

With nightly automated roster synchronization, Savvas EasyBridge Auto brings together essential student information in one place, so teachers can spend less time managing class rosters and more time teaching. Enrollment data automatically flows from student information systems to designated Savvas learning platforms, so customers always have access to the most accurate, up-to-date student information.

## Savvas EasyBridge Plus

In addition to the automatic roster synchronization provided with Savvas EasyBridge Auto, Savvas EasyBridge Plus further provides districts with easy access to student information through single sign-on where students and teachers only need to remember one set of credentials. Users can easily move among systems without re-entering their username and password.

Savvas EasyBridge Plus can provide nightly automatic roster synchronization with single sign-on integration from Skyward when the customer establishes a Security Assertion Markup Language 2.0 Identity Provider. Our integrated solution allows the management of user and class roster data within student information systems and synchronization into Savvas digital learning platforms.

# MyMathLab for School

MyMathLab for School is not compatible with Clever. The platform and access/registration solution are designed to prepare students for the post-secondary education experience. While this doesn't directly coincide with the City's preference for Clever compatibility, it does help to ensure an experience similar to the one they will have in their higher education classroom.

Upon adoption, we will provide teacher and student access codes to the educator based on the number of items purchased. Teacher and students will need to register this unique access code to create their individual username and password. Teacher and student will need to use these credentials when they login each time for a MyMathLab course.

Access is for one student, for one course, for up-to-one year; access is non-transferable. For semester courses, trimesters courses or courses taught via block scheduling, the customer will need to purchase to cover the total number of students. Purchase can be a combination of print texts with online access and standalone online access (no print text).

***Requirement***

10. The program should have all green ratings in EdReports.

***Response***

# enVision A|G|A

*enVision A|G|A* has received the EdReports.org highest rating of Meets Expectations for all three Gateways: Focus and Coherence, Rigor and Mathematical Practices, and Usability. For more information, refer to https://www.edreports.org/reports/overview/envision-aga-2018.

The 2024 copyright of *enVision A|G|A* is currently under review with EdReports. The 2024 copyright is based on the 2018 edition, which received all green ratings by EdReports. The changes to this edition—updated problems, images, and lesson improvements—are meant to align the program more closely with the CCSS and increase opportunities with which students can relate mathematics to their lived experiences. Since the instructional design, key features, and resources remain the same or have been improved for *enVision A|G|A* copyright 2024, we expect it to also receive an all green rating.

# SuccessMaker: Foundations of High School Math

EdReports is only for core programs and is not applicable for *SuccessMaker: Foundations of High School Math*.

# Precalculus: Graphical, Numerical, Algebraic Common Core

EdReports does not evaluate material past Algebra 2, and thus *Precalculus: Graphical, Numerical, Algebraic* does not have an evaluation from EdReports.

# Calculus: Graphical, Numerical, Algebraic

EdReports does not evaluate material past Algebra 2, and thus *Calculus: Graphical, Numerical, Algebraic* does not have an evaluation from EdReports.

***Requirement***

Support Requirements:

1. The vendor must provide a professional development plan that includes initial and ongoing professional development for teachers and administrators.

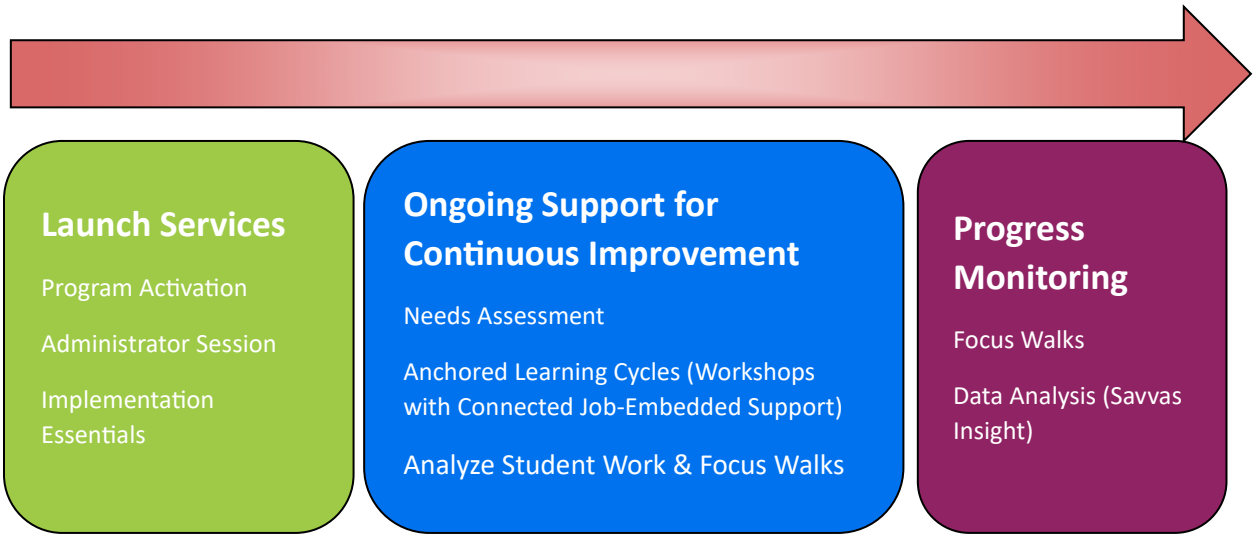
***Response***

# Implementation, Training, and Ongoing Support

Savvas Learning will work with City of Waterbury DOE to co-develop a clear, comprehensive project plan meeting the above requirements of preparation, maintenance, installation, and recommendations for administrators, teachers, and staff supporting the implementation of our Math curriculum. We are committed to offering City of Waterbury DOE a tailored and personalized professional learning approach to support your Math adoption.

Our Professional learning employs a combination of direction instruction, hands-on learning, follow up coaching, reflections and Q&A. Savvas solutions help educators become sustained learners through research-based processes that support their content and pedagogical

knowledge. Our processes are focused on individual school needs, grounded in best practices for adult learning, and proven to help schools improve student achievement.




Per your district's goals and initiatives, Savvas offers the following training and leadership development that introduces the curriculum materials, digital platforms, recommended best practices and approaches for your Math teachers.

> *We are pleased to announce that Savvas Learning Company has been continuously featured in RivetEducation.org's Professional Learning Partner Guide (PLPG) since the guide's inception. Akin to EdReports, Rivet Education's PLPG points school districts to rigorously vetted professional learning partners who provide high quality professional learning services aligned to high-quality instructional materials. Learn more at https://riveteducation.org/*

## Foundational Training

**Program Activation, Essentials Training, and mySavvasTraining.com** introduce educators to their Savvas program, providing a preliminary overview training for teachers and principals from participating site/s which includes a guided exploration of program resources, technology, and instructional design—integrating the components of the program with implementation.

## Ongoing Teacher Training

**Program Specific Workshops and Job-Embedded Support** take teachers on deeper dives into best practices, critical topics, and useful techniques.

## Leadership Development

**Administrator Workshops and Job-Embedded Support** guide school and district planning, data analysis, and team building.

# Sample Professional Learning Plan

Savvas will work with City of Waterbury DOE to co-develop a clear, comprehensive plan for professional learning. Please see a suggested sample professional learning plan with a proposed list of services to build capacity within the district and achieve successful implementation fidelity. Dates and events can be adjusted based on district's goals and initiatives.

| **Sample Professional Learning Plan**<br>*Secondary Math* | | | |
|---|---|---|---|
| **Session / Timeline** | **District Attendees** | **Duration /Modality** | **Description** |
| **Implementation Planning Meeting**<br>Upon Adoption | Math Teachers, Coaches, Administrators | 1 hour<br>Virtual | Your Savvas team will work with leaders to create a professional learning plan to drive toward district's needs for professional development for Year 1 and beyond. |
| **mySavvasTraining.com**<br>Throughout the Adoption | Math Teachers, Coaches, Administrators | Unlimited | For on-demand training and additional support, educators can access free training resources through mySavvasTraining.com at https://mySavvasTraining.com. This online resource provides webinars, tutorials, and directions for download that support the program. |
| ***enVision Mathematics* Program Activation**<br>Prior to BTS | Math Teachers, Coaches, Administrators | 2-3 hours<br>Virtual Delivery | Asynchronous/Self-Paced OR Hybrid (Asynchronous/Self-Paced + Synchronous/Live Virtual)<br>▪ Preparation for Day 1 and beyond<br>▪ Learn the elements of the program structure<br>▪ Dive into digital resources on Savvas Realize™<br>▪ Explore innovative ways to strengthen your instruction and increase student engagement<br>▪ Experience a model lesson (participants as students) in a digital classroom |

| Sample Professional Learning Plan<br>*Secondary Math* | | | |
|---|---|---|---|
| **Session / Timeline** | **District Attendees** | **Duration /Modality** | **Description** |
| **Realize Platform Program Activation**<br><br>Prior to BTS | Math Teachers, Coaches, Administrators | Self-paced | Savvas Realize provides high-quality digital content to help teachers enhance their instructional materials, engage students, and develop a sustainable distance learning solution. For more information about Savvas Realize, visit https://www.savvas.com/index.cfm?locator=PS31Wj.<br><br>This session supports teachers as they address direct instruction and emerging remote learning. Teachers can easily curate their student's digital learning experience and analyze and inform instruction with intuitive reporting. |
| ***Pre-Calc and Calculus***<br>**Asynchronous MyLab & Mastering Platform Activation**<br><br>Prior to BTS | Math Teachers, Coaches, Administrators | Self-paced | An effective and widely used online homework, tutorial, and assessment system. It delivers self-paced tutorials that focus on course objectives, provide individualized coaching, and respond to each student's progress. The Mastering system helps teachers maximize class time with easy-to-assign, customizable, and automatically graded assessments that motivate students to learn. It also provides teachers with real-time data on how students perform. During the Mastering Platform Activation session, participants will:<br><br>▪ Understand the registration process for teachers and students<br><br>▪ Understand the main features of the MyLab/Mastering platforms |
| ***SuccessMaker Math***<br>**Initial Training**<br><br>BTS | Math Teachers, Coaches, Administrators | Onsite | This session includes hands-on and step-by-step training on product Features needed to get students started with *SuccessMaker Math*. Savvas education consultants tailor the agenda and topics so teachers can maximize the best product features for their student population and goals. Teachers will have hands-on with the teacher and student experience.<br><br>Outcomes:<br>▪ mySavvasTraining.com support<br>▪ Unpack the key elements of *SuccessMaker*'s instructional model<br>▪ Plans for usage<br>▪ Experience a session from the student perspective<br>▪ Explore teacher dashboard<br>▪ Develop a plan for success |



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| Sample Professional Learning Plan<br>*Secondary Math* | | | |
|---|---|---|---|
| **Session / Timeline** | **District Attendees** | **Duration /Modality** | **Description** |
| | | | ▪ Support of core instruction |
| ***enVision Mathematics***<br>**Administrator Training**<br><br>BTS | Administrators | 3 hours<br>Virtual | Administrators can customize their three-hour experience by choosing from several high-interest topics for their school or district needs. Administrators will leave the session armed with tools such as step-to-step training plans, Administrator Look-Fors, and teacher self-checks to ensure long-term success.<br><br>Outcomes:<br>▪ Learn the key elements for successful implementation<br>▪ Dive into data through the Savvas Realize™ reports<br>▪ Explore ways to provide support to teachers throughout their learning journey |
| ***SuccessMaker Math***<br>**Administrator Training**<br><br>BTS | Administrators | 3 hours<br>Virtual | ▪ Dive into research and pedagogical structure<br>▪ Engage with the *SuccessMaker* student experience<br>▪ Establish a district or school-wide action plan, rooted in setting strategic goals, tracking student outcomes, furthering professional learning opportunities, and celebrating student success<br>▪ Examine available reporting features within *SuccessMaker* at the leader and teacher level<br>▪ Discuss Mastery Reporting on the School Administrator Dashboard which identifies the skills and standards mastery data for a school-wide view of performance<br>▪ Q&A |

| Sample Professional Learning Plan<br>*Secondary Math* | | | |
|---|---|---|---|
| **Session / Timeline** | **District Attendees** | **Duration /Modality** | **Description** |
| ***enVision Mathematics***<br>**Program Implementation Essentials**<br><br>October-November | Math Teachers, Coaches, Administrators | 6 hours<br><br>Onsite | A deeper dive into the instructional features that will make the program most successful for you and your students. By the end of the training, Educators will have confidence with the following attributes:<br><br>***Topic and Lesson Structure:*** Will be able to integrate the features of the topic and lesson structure into teaching and utilize the instructional support to take students to the next level of learning. Integration with SuccessMaker.<br><br>***Digital Resources:*** Will be able to use digital resources throughout the topic to engage 21st century learners and enhance instruction.<br><br>***Implementation Tools:*** Will be able to visualize a math classroom and plan for instruction using the Teacher Self Check tool. |
| ***SuccessMaker Math***<br>**Program Implementation Essentials (Data and Reports Training)**<br><br>October-November | Math Teachers, Coaches, Administrators | 3 hours<br><br>Virtual | **Deepen Knowledge**<br>This session allows participants to move past the "how-to" and dive deeper into meeting student's individual needs. The approach is extremely consultative and focus areas are aligned to the district's goals and plans for usage.<br><br>In the session, Educators will:<br>▪ Gain comfort with reporting features<br>▪ Data and Reports Training<br>▪ Using data to make decisions<br>▪ Monitoring student progress<br>▪ Celebrating success<br>▪ *SuccessMaker Math* support of core instruction |
| **Job-Embedded Support for Teachers**<br><br>Recommended at strategic points during implementation | Math Teachers, Coaches | 3 - 6 hours<br><br>Virtual / Onsite | Onsite and virtual job-embedded coaching services focus on effective program implementation and providing teachers and school leaders with varying levels of support—both in and out of the classroom—so they can increase their level of understanding and strengthen instruction with the program.<br><br>Savvas education consultants provide focused *feedback, modeling, co-planning*, and *reflection* on day-to-day teaching practices. |



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| Sample Professional Learning Plan<br>*Secondary Math* | | | |
|---|---|---|---|
| **Session / Timeline** | **District Attendees** | **Duration /Modality** | **Description** |
| | | | We use Anchored Learning Cycles to structure job-embedded coaching and foster continued teacher improvement. |
| **Job-Embedded Support for Leaders**<br><br>Recommended at strategic points during implementation | Coaches, Administrators | 3 - 6 hours<br><br>Virtual / Onsite | To enhance student learning outcomes and related instructional practices, Savvas education consultants support district and school administrators in *cultivating leadership skills*, *using data and program resources, and supporting teacher growth.*<br><br>Non-evaluative classroom focus visits help administrators identify trends in current student performance and related teacher practice so they can provide teachers with evidence-based feedback |
| **Monthly Office Hours / Teacher Check-ins**<br><br>Recommended monthly | Math Teachers, Coaches, Administrators | 1-hour virtual sessions | Office Hours provide opportunities for educators to participate in real-time, virtual/live discussions with our Education Consultants. Offered to teacher cohorts, administrator cohorts, or individual educators, office hours may involve questions and answer, taking a closer look at the programs' resources or discussing related teaching and learning practices. |
| **Gaining Momentum** | | | |
| **School / District Administrator Focus Walk Days**<br><br>Winter - Spring | Coaches, Administrators | 6 hours<br><br>Onsite | Focus Visits tune administrators' eyes and ears to new teaching and learning practices and equip leaders to provide teachers with essential, formative feedback.<br>▪ Morning (1/2 day) allocated to facilitated school Focus Walks<br>▪ Afternoon (1/2 day) allocated to facilitated leadership network meeting |
| **End of Year Quality Review**<br><br>May-June | Math Teachers, Coaches, Administrators | 2-3 hours<br><br>Onsite/Virtual | Topics for this session can include:<br>▪ Implementation Wrap-Up<br>▪ Review of district goals<br>▪ Analysis of final district and site-based data<br>▪ Highlight successes and challenges<br>▪ Planning for Year 2 and beyond<br>▪ Develop Year 2 and beyond needs assessment and professional learning plan |

| Sample Professional Learning Plan<br>*Secondary Math* | | | |
|---|---|---|---|
| **Session / Timeline** | **District Attendees** | **Duration /Modality** | **Description** |
| **Refining and Sustaining Practice with Ongoing Professional Development for Year 2 and beyond** | | | |
| **Program(s)/Platform(s) Activation, and/or Program(s) Implementation Essentials Trainings** | Math Teachers, Coaches, Administrators | 3-6 hours | Refresher course and/or training for new teachers |
| **Ongoing Professional Learning for Teachers and Administrators** | Math Teachers, Coaches, Administrators | Varies | Enhancing Practice Services empower teachers with pedagogical strategies, best practices, and targeted coaching supports to change practice and achieve implementation efficacy.<br>Focus areas include the following.<br>▪ **Program-Specific Workshops for *enVision Mathematics A\|G\|A***<br>▪ **Professional Development for *SuccessMaker Math***<br>▪ **Job-Embedded Services for Teacher and Leaders**<br>▪ **Office Hours** |
| **mySavvasTraining.com** | Math Teachers, Coaches, Administrators | Unlimited | For on-demand training and additional support, educators can access free training resources through mySavvasTraining.com at https://mySavvasTraining.com. This online resource provides webinars, tutorials, and directions for download that support the program. |
| **Year 3 and beyond**<br>**Professional Learning will continue for City of Waterbury teachers and leaders throughout the adoption of *enVision Math.* We will begin each year with a Needs Assessment to define a clear scope of work for the upcoming school year.** | | | |



SAVVAS LEARNING COMPANY

***Requirement***

2. The vendor must provide ongoing technical support for online components.
3. The vendor must have a responsive technical support team with the skills necessary to address issues promptly (same day).

***Response***

# Customer Service and Technical Support

We offer customer service and support via phone, chat, and email. We employ professional support staff to provide technical assistance to our customers. In addition, fully documented procedures—including a support-level escalation process—guide our support representatives to the best available resolution for users of our programs and systems.

- Technical support representatives can be reached by phone at 800.848.9500, Monday–Friday from 8 a.m.–8 p.m., eastern time.
- For online customer service, login assistance, and setting up classes, visit the Savvas Customer Care Community website at https://support.savvas.com.
- For phone and email/webform support, visit the Savvas Customer Care Community website at https://support.savvas.com/support/s/contactsupport.
- For status updates on Savvas platforms, visit https://status.savvas.com/.
- Visit mySavvasTraining.com for on-demand training, tutorials, webinars, guides, and quick tips.
- Savvas Realize includes a Help section for students and teachers with information on understanding and using the various capabilities and functions of our online system.

We maintain the following tiers of support:

- Tier 1 personnel are the help desk technicians who have local and remote support capability.
- Tier 2 personnel are the information technology team members who have full access to production and work directly with help desk personnel as the first tier of escalation. Late hours support goes directly to the next tier.
- Tier 3 personnel are members of the senior engineering team who follow an on-call phone rotation and are available for escalation and emergency issues.

A minimum of two personnel are assigned for every key role (database administrators, systems administrators, application engineers, networking, storage, security, etc.), and succession plans are in place for primary management roles. This philosophy is reflected in our processes and procedures, including escalation and emergency scenario response.

### *Requirement*

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.

### *Response*

Our goal at Savvas is to provide innovative, research-based learning solutions that elevate the art and science of teaching in order to inspire students to reach their greatest potential. We welcome commitment and engagement by district and school educators in the selection process for a new curriculum.

We find it facilitates our work when a district or school has done its due diligence in terms of selecting our program. That is, for a school or district – perhaps through the creation of a committee dedicated to this task -- to have identified and evaluated why it is moving in a particular direction and whether our materials and program structure align with that vision. It is important for a school or district to define what it hopes to achieve in term of student academic behaviors and build internal consensus about the professional learning that will best help to achieve those aims.

To this end, we recommend obtaining buy-in from potentially implementing teachers by involving them in the curriculum selection process. That is, by giving them a voice when it comes to goal creation and decision-making. The selection process may also entail reaching out to stakeholders such as parents and caregivers for their thoughts about the home-school connection, and to instructional coaches for their input on the quality and quantity of professional learning support. To have a consensus established about the value and need for the high quality literacy instructional materials we provide, as well as the high quality professional learning we offer to support implementation, goes a long way towards advancing a successful outcome.

# Information Regarding Failure to Complete Work, Default and Litigation

***Requirement***

Please respond to the following questions:

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

***Response***

No.

***Requirement***

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

***Response***

No.

***Requirement***

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

***Response***

Like all large companies, Savvas is engaged in litigation from time to time in the ordinary course of business; however, no litigation that Savvas has been involved with in the past seven years would have any material impact on our ability to deliver the products and services proposed.

***Requirement***

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

***Response***

No.

### *Requirement*

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

### *Response*

Like all large companies, Savvas is engaged in litigation from time to time in the ordinary course of business; however, no litigation that Savvas has been involved with in the past seven years would have any material impact on our ability to deliver the products and services proposed.

### *Requirement*

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

### *Response*

No.

### *Requirement*

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?

### *Response*

Savvas has the capacity, staff capability, and financial stability to meet the requirements of this City of Waterbury request for proposal.

Savvas Learning Company LLC
Clarifications and Exceptions

Savvas Learning Company LLC (Savvas) submits the following clarifications and/or exceptions to the City of Waterbury Department of Education (City) Request for Proposal #7906 for Secondary Mathematics Instructional Materials (Grades 9-12) (RFP). Savvas is happy to discuss these items, as well as any other potential agreement terms, in connection with any proposed award of a contract to Savvas pursuant to the RFP.

General clarifications and exceptions

Savvas' response is subject to these clarifications and exceptions, terms applicable to the offered products, if any, and any variations from RFP specifications in its response.

Specific clarifications and exceptions

**B. Qualifications**

**For clarification, Savvas has previously signed a Connecticut Student Data Privacy Pledge.**

**I. Proposal Requirements and Required Format**

Section 2.B, Summary of Relevant Experience: Savvas is unable to provide a list of contracts and other information requested due to contractual confidentiality obligations which Savvas may have with its customers, and instead offers the list of Savvas references included in its proposal. Savvas wishes to point out that the products proposed are used by hundreds of satisfied Savvas customers nationwide.

**Attachment B - Professional Services Agreement**

Section 3, Responsibilities of the Contractor, first paragraph, second to last sentence: With regard to disclosure of any information that the City considers confidential, Savvas will notify the City prior to any required disclosure as stated in the RFP unless legally prohibited from doing so.

Section 3.8, Reporting Requirement: Savvas would anticipate discussion with the City regarding any required reporting. This provision would not seem to apply to a contract where the City is purchasing off-the-shelf products and services.

Section 5, Contract Time: Savvas guarantees pricing for the initial contract term only; renewals/extensions are subject to then-current pricing. With regard to Section 5.1, Savvas will perform with all diligence; however, timelines for the delivery/implementation of digital software products and the delivery of professional services are affected by multiple variables, many of which are under the control of the City and therefore, Savvas cannot agree to time is of the essence conditions. Additionally, Savvas objects to the imposition of fines and/or penalties which are not defined. Savvas will negotiate in good faith with the City to determine an agreed upon delivery schedule and associated penalties for failure to meet such a schedule; however, any potential penalty claim would be based on actual damages and limited to the City's documented direct damages for the product or service for which Savvas is in default.

Section 8, Indemnification: Savvas will indemnify the City for direct damages to the extent of Savvas' fault, subject to Savvas receiving prompt notice of any claim and being given the opportunity to control the defense and settlement of the claim. It is Savvas' position that the vendor's indemnification obligation should be limited to its proportional fault, i.e., contract language that requires full

indemnification by Savvas and exculpates the City, its Boards and Board of Education, commissions, agents, officials and employees, for any proportional fault is not acceptable. Also, with regard to subsection 8.5, Royalties and Patents, Savvas will indemnify the City for any claim that any product as delivered to the City infringes or violates any valid United States patent or copyright of a third party existing at the time of delivery, subject to Savvas receiving prompt, written notice of any claim and being given the opportunity to control the defense and settlement of the claim.

Section 9, Contractor's Insurance; also, Attachment D, Insurance Requirements: Savvas maintains a comprehensive insurance program and can generally meet the listed requirements; however, there may be certain technical aspects of the insurance clause that would require discussion as part of the final contract. For example, additional insured status and waiver of subrogation occur automatically by operation of contract language, not separate policy endorsements. Additionally, Savvas does not provide copies of policies to its customers due to the confidential nature of such information but will provide Certificates of Insurance evidencing the appropriate coverages.

Section 13.1, Termination of Contract for Cause; also, Section 13.4, Rights Upon Cancellation or Termination: Savvas agrees that the City may terminate any resulting contract for breach but requests an opportunity to cure within the notice period. Savvas objects to withholding payments to Savvas unless such withholding is related to the item on which Savvas is in default. Any potential claim for damages would be based on actual direct damages and Savvas' total liability will not exceed the City's actual and documented damages for that item.

Section 14, Ownership of Instruments of Professional Services: For clarification, Savvas acknowledges that any documents, data, studies, reports, specifications, deliverables created specifically for the City under a resulting agreement will belong to City; however, Savvas will retain all rights in and to its pre-existing products, materials, documents, data, studies, reports, specifications and deliverables and any modifications, enhancements, derivatives or customizations thereto, whether created for the City or otherwise.

Section 17, Assignability: Savvas reserves the right to assign any resulting contract in connection with a merger, acquisition or sale of all or substantially all of Savvas' assets. As such transactions are inherently confidential, Savvas would be unable to notify the City in advance. Should such an event occur during the life of any resulting agreement, Savvas will notify the City as soon as reasonably practicable, and will ensure that the pricing, terms, and conditions of any agreement will be binding on any successor.

Section 31, Notice: Savvas requests that notice be deemed effective when received by the other party.

**********

# Additional Data

***Requirement***

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

***Response***

## Demo Accounts

Our demo accounts below include unlimited teacher access.

## For enVision AGA (Savvas Realize)

**Go to:** SavvasRealize.com
**Select:** "SIGN IN"

**Teacher Demo Credentials (unlimited teacher access):**
**Username:** SavvasenVisionAGA_Waterbury
**Password:** Savvas123

## For SuccessMaker: Foundations of High School Math

Please visit https://tinyurl.com/48xvzrme to view our *SuccessMaker: Foundations of High School Math* Tutorial.

## For Precalculus and Calculus (MyMathLab)

**Go to:** https://mlm.pearson.com/northamerica/mymathlab/ **and select "Sign In"**

**Teacher Demo Credentials (unlimited teacher access):**
**Username:** WaterburyMMLDemo
**Password:** Savvas123

SAVVAS LEARNING COMPANY

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

## I. Outstanding Purchase Orders of Contracts with the City

**A. Contracts** -purchase history with Waterbury School District attached

**No Contracts with the City** ☐

(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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

**B. Purchase Order(s).**

**No Purchase Order(s) with the City** ☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

A P Calculus + MathXL (1-year term)
AP US History: By the People (1-year term)
Carpentry Level 1 Trainee Guide (1-year term)
General Carpentry (1-year term)
AP Chemistry: The central science (6-year term)
CORE Introduction to Basic Construction (1-year term)
Electrical Level 1 (1-year term)
Prentice Hall Earth Science Workbook (1-year term)
Health Science Fundamentals (1-year term)
HS US History Interactive (1-year term)
HS World History Interactive (1-year term)
HVAC Level 1 (1-year term)
Plumbing Level 1 (1-year term)
Qualitative Reading Inventory-7 (1-year term)
AP World Civilizations + MyLab (6-year term)

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

## II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

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(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

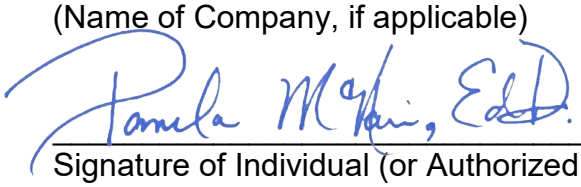
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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.

Savvas Learning Company LLC
(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

February 28, 2024
Date

Pamela McNair - Vice President, Proposals
Print or Type Name and Title (if applicable)

DELIVERED | By Mail [x] 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: Savvas Learning Company LLC
15 East Midland Avenue, Suite 502
Paramus, NJ 07652

Print Name and Title of Authorized Representative: Pamela McNair, Vice President - Proposals

Signature of Authorized Representative: Pamela McNair, Edd.

Date: February 28, 2024

# 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 Illinois

SS.:_____

County of Cook

Pamela McNair, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Vice President, Proposals of Savvas Learning Company LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

| Organization Name | Address | Type of Ownership |
|---|---|---|
| 1 None | | |
| 2 | | |
| 3 | | |
| 4 | | |

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

(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 that exceed 25% | | | |
| 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

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____ )

) SS

County of _____ )

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

**For Corporation**

_____
Witness

Pamela McNair
_____
Name of Corporate Signatory

15 East Midland Ave., Suite 502 - Paramus, NJ
_____
Address of Business

Affix
Corporate
Seal

By: Pamela McNair
_____
Name of Authorized Corporate Officer

Its: Vice President, Proposals
_____
Title

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

State of Illinois )

) SS

County of Cook )

Pamela McNair being duly sworn,

deposes and says that he/she is Vice President, Proposals of Savvas Learning Company 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 5th day of March 2024.

Vanessa Villacrusis
(Notary Public)

My Commission Expires: July 12, 2027

Official Seal
VANESSA VILLACRUSIS
Notary Public, State of Illinois
Commission No. 974892
My Commission Expires July 12, 2027

## ATTACHMENT C

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

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

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

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

1 March 5, 2024 4 _____

2 _____ 5 _____

3 _____ 6 _____

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

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

82-4606641
Social Security Number
or Federal Identification Number

Pamela McNair
Signature of Individual or Corporate Name

inc in Delaware
Pamela McNair
Corporate Officer
(if applicable)

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

Name Savvas Learning Company LLC
By: Pamela McNair - Vice President, Proposals
(Title)
Business Address: 15 East Midland Avenue, Suite 502 - Paramus, NJ 07652
(City, State, Zip Code)

Phone: 201-928-7770
Email: proposals@savvas.com
Date: February 28, 2024

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/28/2024

**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**
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Hartford Fire Insurance Co. | 19682 |
| INSURER B: | ACE American Insurance Company | 22667 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
Savvas Learning Company LLC
15 E Midland Avenue Suite 502
Paramus NJ 07652 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570104101808 **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,

**Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | 10UUNHN5501 | 03/29/2023 | 03/29/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$300,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>Included |
| | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | |
| | **UMBRELLA LIAB** OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION | | | | | | EACH OCCURRENCE<br>AGGREGATE | |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>Y / N<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER **(Mandatory in NH)** N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | |
| B | Cyber Liability | | | D95880319<br>Claims Made<br>SIR applies per policy terms & conditions | 03/29/2023 | 03/29/2024 | Professional<br>Cyb, Priv & Network | $5,000,000<br>$5,000,000 |

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

The City Waterbury and its Board of Education are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER**

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

**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**

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570104101808

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SAVVAS

Elizabeth Corbin
Secondary Math Supervisor
Waterbury Public School Dist
236 Grand St
Waterbury, CT 06702-1933
United States

**Quote Number:** 260228-9
**Quote Creation Date:** 05-09-2024
**Quote Expiration Date:** 09-30-2024

**Quote Release:** 9

# Waterbury HS Math Total Solution (4-year Subscription)

## Price Quote Summary

| Solution | Base Amount | Free Amount | Total |
|---|---|---|---|
| **AP&E Professional Learning** | $ 700.00 | | $ 700.00 |
| **Demana: Calculus: Graphing,** | $ 26,756.37 | $ 1,251.76 | $ 26,756.37 |
| **Demana: Precalculus: Graphical,** | $ 61,763.52 | $ 1,484.70 | $ 61,763.52 |
| **enVision A\|G\|A** | $ 678,844.00 | $ 46,574.00 | $ 678,844.00 |
| **enVision A\|G\|A Professional** | $ 111,300.00 | | $ 111,300.00 |
| **MyMathLab** | $ 57,214.89 | | $ 57,214.89 |
| **SuccessMaker** | $ 19,900.00 | | $ 19,900.00 |
| **Solution Subtotal** | **$ 956,478.78** | **$ 49,310.46** | **$ 956,478.78** |

| | |
|---|---|
| **Shipping & Handling** | **$ 30,694.56** |
| **Total** | **$ 987,173.34** |

## Price Quote Detail

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| **AP&E Professional Learning** | | | | | | |
| **AP&E Professional Learning ©2023** | | | | | | |
| 0000000126320 | VIRTUAL AP&E PLATFORM ACTIVATION MATH PPD | 700.00 | 0 | 1 | $0.00 | $700.00 |
| | **AP&E Professional Learning ©2023 Subtotal** | | | | | **$ 700.00** |
| | **AP&E Professional Learning Subtotal** | | | | | **$ 700.00** |

**Demana: Calculus: Graphing, Numerical, Algebraic**

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| **Demana, Calculus: Graphical, Numerical, Algebraic AP Edition, 6th Edition ©2020** | | | | | | |
| 9781418300203 | ADVANCED PLACEMENT CALCULUS GRAPHICAL NUMERICAL ALGEBRAIC SIXTH EDITION HIGH SCHOOL BINDING COPYRIGHT 2020 | 156.47 | 0 | 171 | $0.00 | $26,756.37 |
| 9781418300265 | ADVANCED PLACEMENT CALCULUS GRAPHICAL NUMERICAL ALGEBRAIC SIXTH EDITION ANNOTATED TEACHER EDITION COPYRIGHT 2020 | 156.47 | 8 | 0 | $1,251.76 | $0.00 |
| | **Demana, Calculus: Graphical, Numerical, Algebraic AP Edition, 6th Edition ©2020 Subtotal** | | | | **$ 1,251.76** | **$ 26,756.37** |
| | **Demana: Calculus: Graphing, Numerical, Algebraic Subtotal** | | | | **$ 1,251.76** | **$ 26,756.37** |

## Demana: Precalculus: Graphical, Numerical Algebraic

| | | | | | | |
|---|---|---|---|---|---|---|
| **Demana, Precalculus: Graphical, Numerical, Algebraic AP Edition 11e ©2024** | | | | | | |
| 9780138049324 | Demana, Precalculus: Graphical, Numerical, Algebraic, AP® Edition 11e ©2024 NASTA Student Edition | 148.47 | 0 | 416 | $0.00 | $61,763.52 |
| 9780138049355 | PRECALCULUS: GRAPHICAL, NUMERICAL, ALGEBRAIC, ANNOTATED TEACHER EDITION | 148.47 | 10 | 0 | $1,484.70 | $0.00 |
| | **Demana, Precalculus: Graphical, Numerical, Algebraic AP Edition 11e ©2024 Subtotal** | | | | **$ 1,484.70** | **$ 61,763.52** |
| | **Demana: Precalculus: Graphical, Numerical Algebraic Subtotal** | | | | **$ 1,484.70** | **$ 61,763.52** |

## enVision A|G|A

| | | | | | | |
|---|---|---|---|---|---|---|
| **Common Core - Algebra 1** | | | | | | |
| 9781418854171 | ENVISION AGA 2024 COMMON CORE ALGEBRA 1 STUDENT EDITION + DIGITAL COURSEWARE 4-YEAR LICENSE GRADE 8/9 | 149.00 | 0 | 1,653 | $0.00 | $246,297.00 |
| 9781428529335 | ENVISIONAGA 2024 COMMON CORE ALGEBRA 1 TEACHER EDITION PACKAGE GRADES 8/9 | 638.00 | 28 | 0 | $17,864.00 | $0.00 |
| | **Common Core - Algebra 1 Subtotal** | | | | **$ 17,864.00** | **$ 246,297.00** |
| **Common Core - Algebra 2** | | | | | | |

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 9781418854317 | ENVISION AGA 2024 COMMON CORE ALGEBRA 2 STUDENT EDITION + DIGITAL COURSEWARE 4-YEAR LICENSE GRADE 10/11 | 149.00 | 0 | 1,410 | $0.00 | $210,090.00 |
| 9781428529359 | ENVISIONAGA 2024 COMMON CORE ALGEBRA 2 TEACHER EDITION PACKAGE GRADES 10/11 | 638.00 | 23 | 0 | $14,674.00 | $0.00 |
| | **Common Core - Algebra 2 Subtotal** | | | | **$ 14,674.00** | **$ 210,090.00** |
| **Common Core - Geometry** | | | | | | |
| 9781418854249 | ENVISION AGA 2024 COMMON CORE GEOMETRY STUDENT EDITION + DIGITAL COURSEWARE 4-YEAR LICENSE GRADE 9/10 | 149.00 | 0 | 1,493 | $0.00 | $222,457.00 |
| 9781428529342 | ENVISIONAGA 2024 COMMON CORE GEOMETRY TEACHER EDITION PACKAGE GRADES 9/10 | 638.00 | 22 | 0 | $14,036.00 | $0.00 |
| | **Common Core - Geometry Subtotal** | | | | **$ 14,036.00** | **$ 222,457.00** |
| | **enVision A\|G\|A Subtotal** | | | | **$ 46,574.00** | **$ 678,844.00** |

## enVision A|G|A Professional Development

| | | | | | | |
|---|---|---|---|---|---|---|
| **Virtual enVision AGA ©2024 Professional Learning Offerings** | | | | | | |
| 0000000126127 | VIRTUAL ENVISION AGA @2024 PROFESSIONAL DEVELOPMENT (3 HRS) PPD | 1500.00 | 0 | 7 | $0.00 | $10,500.00 |
| | **Virtual enVision AGA ©2024 Professional Learning Offerings Subtotal** | | | | | **$ 10,500.00** |
| **enVision AGA ©2024 Professional Learning Offerings** | | | | | | |
| 0000000126151 | ENVISION AGA @2024 IMPLEMENTATION ESSENTIALS PPD | 3450.00 | 0 | 3 | $0.00 | $10,350.00 |
| 0000000126126 | ENVISION AGA @2024 JOB-EMBEDDED SERVICES PPD | 3650.00 | 0 | 21 | $0.00 | $76,650.00 |
| 0000000126124 | ENVISION AGA @2024 PROGRAM ACTIVATION SESSION PPD | 3450.00 | 0 | 4 | $0.00 | $13,800.00 |
| | **enVision AGA ©2024 Professional Learning Offerings Subtotal** | | | | | **$ 100,800.00** |

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| | **enVision A\|G\|A Professional Development Subtotal** | | | | | **$ 111,300.00** |

## MyMathLab

**MyMathLab for School from Pearson**

| | | | | | | |
|---|---|---|---|---|---|---|
| 9780137667482 | MYMATHLAB FOR SCHOOL STUDENT ACCESS - 4YR DIGITAL DELIVERY (EMAIL) | 97.47 | 0 | 587 | $0.00 | $57,214.89 |
| | **MyMathLab for School from Pearson Subtotal** | | | | | **$ 57,214.89** |
| | **MyMathLab Subtotal** | | | | | **$ 57,214.89** |

## SuccessMaker

**SuccessMaker - Foundations of High School Math**

| | | | | | | |
|---|---|---|---|---|---|---|
| 9781428597839 | SUCCESSMAKER: FOUNDATIONS OF HIGH SCHOOL MATH BUNDLE 4YR | 57.00 | 0 | 300 | $0.00 | $17,100.00 |
| | **SuccessMaker - Foundations of High School Math Subtotal** | | | | | **$ 17,100.00** |

**SuccessMaker Professional Learning**

| | | | | | | |
|---|---|---|---|---|---|---|
| 0000000125117 | VIRTUAL SUCCESSMAKER INITIAL TRAINING 2-HOUR | 700.00 | 0 | 1 | $0.00 | $700.00 |
| 0000000125098 | VIRTUAL SUCCESSMAKER PROFESSIONAL DEVELOPMENT TRAINING 1-HOUR | 700.00 | 0 | 3 | $0.00 | $2,100.00 |
| | **SuccessMaker Professional Learning Subtotal** | | | | | **$ 2,800.00** |
| | **SuccessMaker Subtotal** | | | | | **$ 19,900.00** |
| | **Solution Subtotal** | | | | **$ 49,310.46** | **$ 956,478.78** |
| | | | | **Shipping and Handling** | | **$ 30,694.56** |
| | | | | | **Total** | **$ 987,173.34** |

Discounted Shipping & Handling Applied

# Savvas Learning Company LLC Terms and Conditions

**To place your order** please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price quote via one of the following methods:

**Online:** https://support.savvas.com/support/s/customerserviceus
**Mail:** PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS. For questions regarding your order please call Customer Service: 1-800-848-9500.

**Price quote:** This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

**Shipping & handling** charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher.For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

**Taxes:** All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

**Platforms:** Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

**Damaged & Defective Products:** If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

**Return Policy:** Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over $1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

**Consumable Worktexts:** Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site: https://worktext-subscriptions.savvas.com

**Annual subscriptions for iLit and Successmaker Only:** Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

**Technical support services** are included with purchase of Savvas digital products.
online help: https://support.savvas.com/support/s/k12-curriculum-support-form
phone: 1-800-848-9500

**Professional Services:** Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (https://mysavvastraining.com).

THE CITY OF WATERBURY

***MEMORANDUM***

**From:** Delinquent Tax Office **Date 6/6/2024**

**To:** **Jerry Gay- Contract Manager**
**Department of Education**

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following ***is not delinquent***.

Savvas Learning Company, LLC
15 East Midland Ave., Suite 502
Paramus, NJ

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

Very truly yours,

Nancy J Olson

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:** Savvas Learning Company LLC

**Requesting Department:** BOE

**Department Contact:** Jerry Gay jerry.gay@waterbury.k12.ct.us

**Description of work to be performed:** RFP# 7906 Secondary math for on-line & printed materials program. Staff training on-line only.

**Estimated Contract Duration and End Date:** multi

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**Date Reviewed:** 06/13/2024

**Insurance Certificate Term:** 03/29/2024 – 03/29/2025 GL & Professional

**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**

6/13/24

**Risk Manager or Authorized Designee**

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/04/2024

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 | CONTACT NAME: | |
|---|---|---|
| Aon Risk Services Northeast, Inc.<br>New York NY Office<br>One Liberty Plaza<br>165 Broadway, Suite 3201<br>New York NY 10006 USA | PHONE (A/C. No. Ext): (866) 283-7122 | FAX (A/C. No.): (800) 363-0105 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Savvas Learning Company LLC<br>15 E Midland Avenue Suite 502<br>Paramus NJ 07652 USA | INSURER A: Hartford Fire Insurance Co. | 19682 |
| | INSURER B: ACE American Insurance Company | 22667 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 570104929440 **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.

**Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | 10UUNBA4DKV | 03/29/2024 | 03/29/2025 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $1,000,000 |
| | | | | | | | MED EXP (Any one person) | $10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | OTHER: | | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | ANY AUTO | | | | | | BODILY INJURY ( Per person) | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | |
| | DED RETENTION | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | |
| B | Cyber Liability | | | D95880319<br>Claims Made<br>SIR applies per policy terms & conditions | 03/29/2024 | 03/29/2025 | Professional<br>Cyb, Priv & Network | $5,000,000<br>$5,000,000 |

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

The City Waterbury and its Board of Education are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER**

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

**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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570104929440

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**SAVVAS LEARNING COMPANY LLC**
**CERTIFICATE OF AUTHORITY**

I, Kevin P. Schutz, a duly elected Assistant Secretary of Savvas Learning Company LLC, a Delaware limited liability company (the "Company"), do hereby certify that the following is a true and correct copy of the resolutions adopted by the written consent of the Board of Directors of the Company dated October 18, 2023:

**RESOLVED,** that the President or any Vice President of the Company or of any group, division or department of the Company, be, and each of them severally is, empowered to execute and deliver in the name and on behalf of the Company (but subject to any approved schedule of authority) all agreements, contracts, bids, instruments of conveyance or encumbrance, leases, bonds, consents, certificates (including any non-collusion certificates required by any governmental entity, department, agency or official), releases, powers of attorney and other documents which may be necessary or desirable in and relating to the ordinary conduct of the business of the group, division or department which he served in that capacity (collectively, these documents shall be referred to as the "Contract Documents"); and further

**RESOLVED,** that the President or any Vice President of the Company or of any group, division or department of the Company, be, and each of them severally is, authorized and empowered to include in any bid or proposal, for any contract in relation to the sale of books or other products to states, cities or school districts, a certification that such bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; that such bid or proposal has not been knowingly disclosed prior to the opening of bids or proposals for any such contract, to any other bidder, competitor or potential competitor; that no attempt has been made or will be made to induce any other person, partnership, corporation or other entity to submit or not to submit a bid or proposal; that he/she, the person signing the bid or proposal, certified that he/she has fully informed himself regarding the accuracy of the statements contained in said certification; and such other certifications and documents as the Company may be required to execute in the ordinary course of business in responding to bids, requests for proposals, and contracts from the Company's customers (collectively, such certifications and documents shall be referred to as the "Authorized Documents"); and further

**RESOLVED,** that the persons named below are authorized and empowered to execute and deliver all Contract Documents and Authorized Documents on behalf of the Company (subject to any approved schedule of authority), and to take such further actions as they deem appropriate or necessary to effectuate the execution and delivery of the Contract Documents and Authorized Documents on behalf of the Company:

| | |
|---|---|
| Anthony Conte | Pamela McNair** |
| Jeremy Cordon* | Sean Mulcahy |
| Paul Despins | Kevin Schutz |
| Douglas Evans | Matthew Stricker |
| Catherine Flatley | Doug Thennes |
| Paul Fletcher | Jason Upah |
| Bethlam Forsa | Nancy Winship |

*Documents relating to the Company's tax returns or tax obligations only.
**Documents relating to the Company's response to customer bids or requests for proposals, and contracts resulting therefrom only.

**IN WITNESS WHEREOF,** the undersigned has executed this Certificate of Authority as of this 8th day of February, 2024.

Kevin Schutz
Assistant Secretary

Prepared on
12/4/2023 by CB

**CITY OF WATERBURY**
Insurance Bid Specifications Recommendation
**RISK MANAGEMENT**

**Submitting Department: BOE**
**Contact Name: Jerry Gay jerry.gay@waterbury.k12.ct.us**
**Description of Project/Work/Services: RFP# 7906 Secondary math for online & printed materials program. Staff training on-line with possible in-person sessions.**

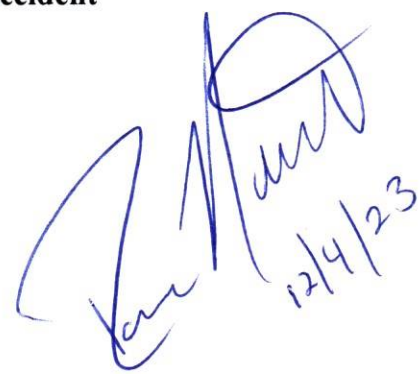
## Insurance Requirements

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**

**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**

**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.

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 – Contracts

Requesting Department Contact: Jerry Gay , Liz Corbin

Detailed description of Work/Services to be performed:

Vendors Providing On-Line access to the awarded vendor's Secondary Math program software along with printed materials of the same. There is some minimal training expected as both on-line (virtually certain), and possibly some being in person, depending upon the vendor.

There will be no student access to the software or in contact with any vendor employee's. The amount of in person training, if any, is unknown until the proposals are reviewed and an award made. Students will have access to the delivered printed materials.

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: $1,000,000 for 4 years, Funded by Alliance Grant

Contract Term: 4 years to 6/30/28 with possible options to 6/30/30

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable:
No Prior contract available

CITY OF WATERBURY, RISK MANAGEMENT
Insurance Bid Specifications Recommendation

Submitting Department: BOE Contracts
Contact Name: Jerry Gay & Liz Corbin
Project: RFP 7906 Secondary Math for Online & Print Materials Program
Date : 12/1/23
Description of Work/Services: Providing access to Vendors Online & Print materials with training
Contract Term: 3-4 yrs expected, possible options to extend to 6years
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.

F:\New

## Crystal Burr

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>
**Sent:** Friday, December 1, 2023 2:51 PM
**To:** Insurance Requests
**Cc:** Elizabeth Corbin
**Subject:** Req Limits for RFP 7906 Secondary Math
**Attachments:** Insurance Limts RFP 7906 Secondary Math.docx; Risk Mang Limits - RFP 7906 Secondary Math.docx

Hello,
Please see the attached request for limits for a RFP for a Secondary Math program. There will be both On-Line access plus printed materials. There is the possibility of in person training depending upon the awarded vendor. At no time would any vendor employee's interact or be with students. Thanks,

Jerry Gay, BOE 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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## Crystal Burr

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>
**Sent:** Thursday, June 6, 2024 11:17 AM
**To:** Insurance Requests
**Cc:** Elizabeth Corbin
**Subject:** COI approval
**Attachments:** Savvas - Proposal COI.pdf; RM COI Limits RFP 7906.pdf

Hello and good morning to you,
I am attaching the COI that was submitted with the vendor proposal in hopes it is acceptable. If not, the vendor will correct as needed. Thanks,

Jerry Gay, BOE 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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## Crystal Burr

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>
**Sent:** Tuesday, June 11, 2024 1:05 PM
**To:** Insurance Requests
**Subject:** FW: BOE - RFP 7906 SECONDARY MATH FOR ONLINE AND PRINTED MATERIALS
**Attachments:** DOC060724-06072024112831.pdf; Savvas Certificate of Authority.02082024 - Updated.pdf

Please see the attached for an updated COI. Jerry Gay

-----Original Message-----
From: FinanceCopier01 [mailto:FinanceCopier01@waterburyct.org]
Sent: Friday, June 7, 2024 11:29 AM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: Insurance Request <insurancerequest@waterburyct.org>
Subject: BOE - RFP 7906 SECONDARY MATH FOR ONLINE AND PRINTED MATERIALS

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.

Scanned from MFP14228435
PUBLIC TEMPLATE GROUP
Pending Rec_SharePoint
Date:06/07/2024 11:28
Pages:6
Resolution:200x200 DPI
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## Crystal Burr

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>
**Sent:** Wednesday, June 12, 2024 11:36 AM
**To:** Insurance Requests
**Cc:** Crystal Burr
**Subject:** FW: BOE - RFP 7906 SECONDARY MATH FOR ONLINE AND PRINTED MATERIALS
**Attachments:** DOC060724-06072024112831.pdf; City of Waterbury(83271) - Updated.pdf

Crystal, It was a mislabeled document. Attached is the actual updated COI. My apologies. JG

-----Original Message-----
From: Crystal Burr [mailto:cburr@waterburyct.org]
Sent: Wednesday, June 12, 2024 9:44 AM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: RE: BOE - RFP 7906 SECONDARY MATH FOR ONLINE AND PRINTED MATERIALS

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 morning Jerry,
The attached updated Certificate you sent does not fulfill the requirements. Please request a traditional COI Acord 25 form from the vendor so that we can sign off.
Any questions reach out.
Thank you,
Crystal
~ Crystal Burr
Administrative Associate III
Finance Department / Risk Management
235 Grand Street
Waterbury, CT 06708
203-574-6840 ext. 7067
Fax: 203-753-6831

----Original Message-----
From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Tuesday, June 11, 2024 1:05 PM
To: Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: FW: BOE - RFP 7906 SECONDARY MATH FOR ONLINE AND PRINTED MATERIALS

Please see the attached for an updated COI. Jerry Gay

-----Original Message-----
From: FinanceCopier01 [mailto:FinanceCopier01@waterburyct.org]
Sent: Friday, June 7, 2024 11:29 AM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: Insurance Request <insurancerequest@waterburyct.org>
Subject: BOE - RFP 7906 SECONDARY MATH FOR ONLINE AND PRINTED MATERIALS

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.

Scanned from MFP14228435
PUBLIC TEMPLATE GROUP
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#5

WATERBURY
PUBLIC SCHOOLS

**Dena Mortensen, Ed.D.**
Elementary Reading and LA Supervisor
dmoura@waterbury.k12.ct.us

**To:** Honorable Board of Alderman
Honorable Board of Education

**From:** Dena Mortensen, Reading and Language Arts Supervisor

**Date:** May 31, 2024

**Subject:** Core Reading and Language Arts Program for Kindergarten through Grade 5

The Department of Education respectfully requests your review and approval of the contract with **Benchmark Education Company** for ***Benchmark Advance 2022***, a new core Reading and Language Arts program for Kindergarten through Grade 5, and ***Benchmark Adelante***, a Spanish version of *Benchmark Advance* for our bilingual classrooms. The contract also includes ***Express***, a supplemental program for multilingual teachers to support multilingual students in grades K through 5 with the core program. Additionally, it includes ***Steps to Advance***, a supplemental program for special education teachers to support special education students in grades 2 through 5 with the core program.

The Right to Read Grant along with the Alliance Grant and Title III Grant will be used to fund this contract. The contract is for a duration of six years (July 2024 to July 2030) and totals **$3,383,401** for all print and online materials as well as professional development. The Department of Education will have an opportunity to extend the contract beyond July 2030 if needed with the prices remaining the same.

All elementary students, approximately 9000 children, will use *Benchmark Advance*. Of the 9000 elementary students, all bilingual students will also use *Adelante*, all multilingual learners will also use *Express*, and all special education students in grades 2 through 5 will also use *Steps to Advance*.

*Benchmark Advance* is on the state of Connecticut's approved list of reading programs and complies with the Right to Read legislation. The program incorporates daily reading, writing, listening, and speaking activities to build literacy skills and competencies outlined in the Portrait of a Graduate. It also supports social-emotional development and includes culturally diverse text sets that systematically build knowledge of science and social studies topics within and across grade levels.

# Elementary Reading and Language Arts K–5

- Key Scoring Criteria
- Diverse RFP Committee
- Benchmark Advance 2022: Core program, bilingual program, SpEd program, & MLL program
- Sample Highlights
  - Overview
  - Vertical Progressions

| Key Criteria |
| --- |
| Spanish Component |
| Diverse Texts |
| Science & Social Studies |
| Ease of Use |
| Project-based/Portrait of a Graduate |

WATERBURY PUBLIC SCHOOLS

# Elementary Reading and Language Arts K–5

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## RFP Committee



WATERBURY PUBLIC SCHOOLS

# Elementary Reading and Language Arts K–5

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## Publishers




WATERBURY PUBLIC SCHOOLS

# Elementary Reading and Language Arts K–5

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- Sample Highlights
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  - Vertical Progressions

## Publishers

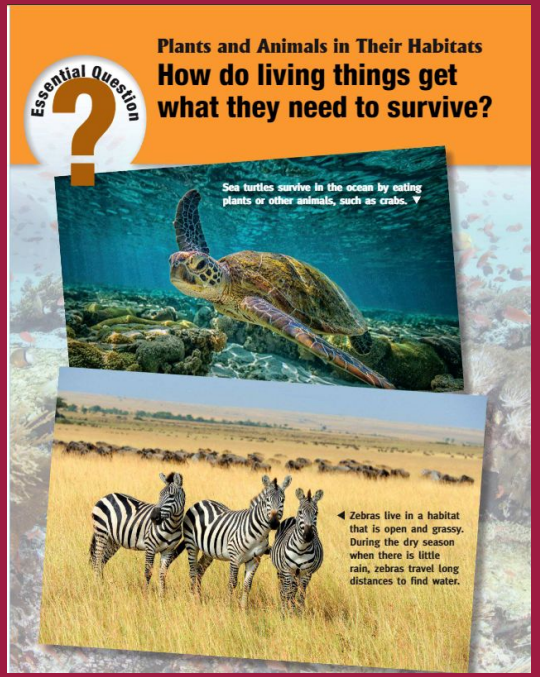



WATERBURY
PUBLIC SCHOOLS

# Elementary Reading and Language Arts K–5

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## Adelante




WATERBURY PUBLIC SCHOOLS

# Elementary Reading and Language Arts K–5

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## Adelante

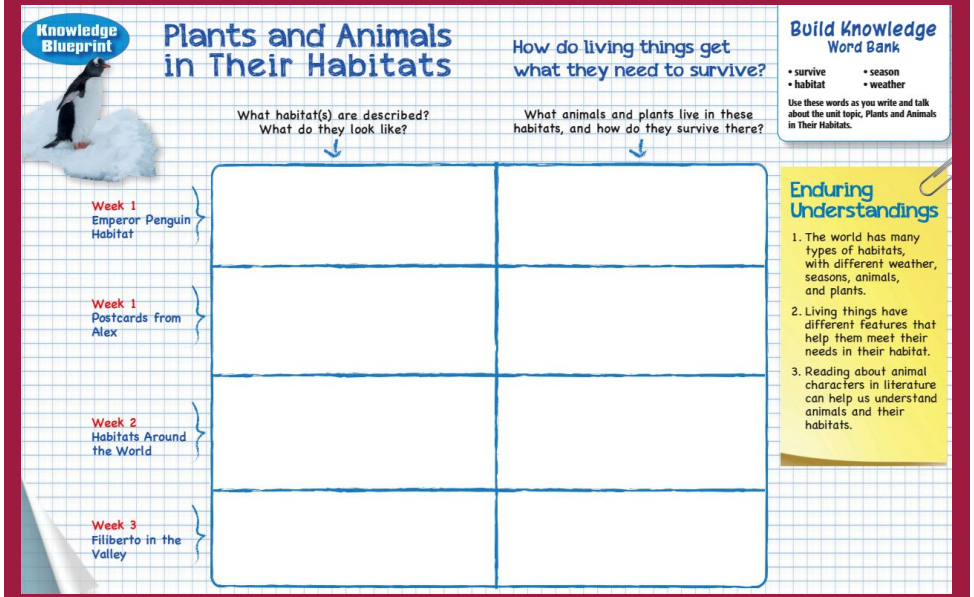



WATERBURY PUBLIC SCHOOLS

# Elementary Reading and Language Arts K–5

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## Build Knowledge

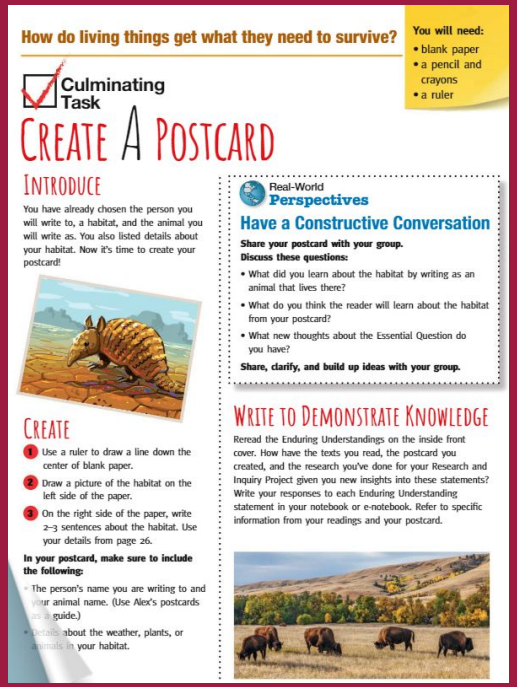



WATERBURY PUBLIC SCHOOLS

# Elementary Reading and Language Arts K–5

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## Portrait of a Graduate



How do living things get what they need to survive?

You will need:
- blank paper
- a pencil and crayons
- a ruler

Culminating Task

CREATE A POSTCARD

INTRODUCE

You have already chosen the person you will write to, a habitat, and the animal you will write as. You also listed details about your habitat. Now it's time to create your postcard!

Real-World Perspectives

Have a Constructive Conversation

Share your postcard with your group.
Discuss these questions:
- What did you learn about the habitat by writing as an animal that lives there?
- What do you think the reader will learn about the habitat from your postcard?
- What new thoughts about the Essential Question do you have?

Share, clarify, and build up ideas with your group.

CREATE

1. Use a ruler to draw a line down the center of blank paper.
2. Draw a picture of the habitat on the left side of the paper.
3. On the right side of the paper, write 2–3 sentences about the habitat. Use your details from page 26.

In your postcard, make sure to include the following:
- The person's name you are writing to and your animal name. (Use Alex's postcards as a guide.)
- Details about the weather, plants, or animals in your habitat.

WRITE TO DEMONSTRATE KNOWLEDGE

Reread the Enduring Understandings on the inside front cover. How have the texts you read, the postcard you created, and the research you've done for your Research and Inquiry Project given you new insights into these statements? Write your responses to each Enduring Understanding statement in your notebook or e-notebook. Refer to specific information from your readings and your postcard.

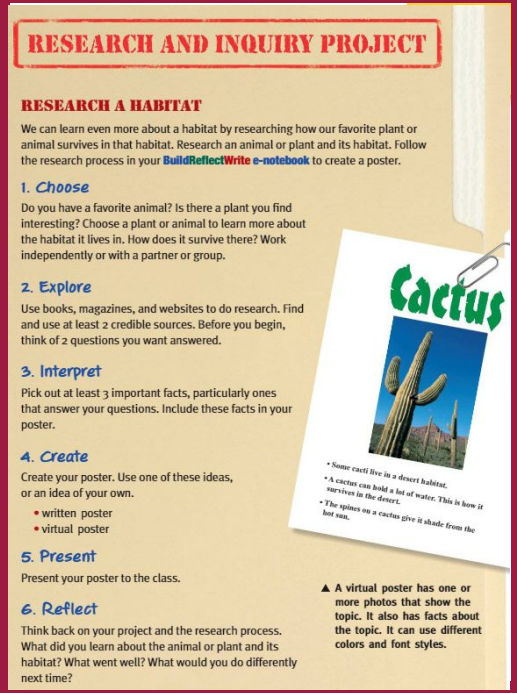
1. Communicator
2. Collaborator
3. Life-long learner
4. Knowledgeable
5. Problem Solver
6. Growth Mindset
7. Grit
8. Social/Emotional Intelligence

WATERBURY PUBLIC SCHOOLS

# Elementary Reading and Language Arts K–5

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## Portrait of a Graduate



RESEARCH AND INQUIRY PROJECT

RESEARCH A HABITAT

We can learn even more about a habitat by researching how our favorite plant or animal survives in that habitat. Research an animal or plant and its habitat. Follow the research process in your BuildReflectWrite e-notebook to create a poster.

1. Choose

Do you have a favorite animal? Is there a plant you find interesting? Choose a plant or animal to learn more about the habitat it lives in. How does it survive there? Work independently or with a partner or group.

2. Explore

Use books, magazines, and websites to do research. Find and use at least 2 credible sources. Before you begin, think of 2 questions you want answered.

3. Interpret

Pick out at least 3 important facts, particularly ones that answer your questions. Include these facts in your poster.

4. Create

Create your poster. Use one of these ideas, or an idea of your own.

- written poster
- virtual poster

5. Present

Present your poster to the class.

6. Reflect

Think back on your project and the research process. What did you learn about the animal or plant and its habitat? What went well? What would you do differently next time?

Cactus

- Some cacti live in a desert habitat.
- A cactus can hold a lot of water. This is how it survives in the desert.
- The spines on a cactus give it shade from the hot sun.

▲ A virtual poster has one or more photos that show the topic. It also has facts about the topic. It can use different colors and font styles.

1. Communicator
2. Collaborator
3. Life-long learner
4. Knowledgeable
5. Problem Solver
6. Growth Mindset
7. Grit
8. Social/Emotional Intelligence

WATERBURY PUBLIC SCHOOLS

# PROFESSIONAL SERVICES AGREEMENT
RFP No. 7948

For

Core Elementary Reading and Language Arts Program K-5

between

The City of Waterbury, Connecticut

and

Benchmark Education Company 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 BENCHMARK EDUCATION COMPANY LLC, located at 145 Huguenot Street, 8th Floor, New Rochelle, New York, a State of Delaware limited liability company (the "Contractor").

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

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7948 for Core Elementary Reading and Language Arts Program to provide a six-year subscription to Contractor's BEC Benchmark Advance, BEC Benchmark Adelante, Benchmark Express, and Benchmark Steps to Advance core reading elementary programs for City of Waterbury public school grades K-5, with related materials, equipment, supplies and professional learning as those may apply; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7948; and

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

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

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

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

**1.1.** The Project consists of and the Contractor shall provide a six-year subscription to Contractor's BEC Benchmark Advance, BEC Benchmark Adelante, Benchmark Express, and Benchmark Steps to Advance core reading elementary programs for Waterbury Public School grades K-5 that provides curriculum, instruction, assessment, and professional learning aligned to the CT Core Standards in Reading and Language Arts, including all print and digital materials for whole group, student practice, small group, intervention, phonics packages and digital assessment and 6-year consumables in whole group, with related materials, equipment, supplies and professional learning as those may apply, as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

**1.1.1** The City's solicitation documents, RFP No. 7948 (attached hereto)
**1.1.2** Contractor's Cost Proposal dated March 19, 2024, consisting of 3 pages (attached hereto)
**1.1.3** Contractor's Response to RFP No. 7948 dated December 27, 2023, consisting of 125 pages (attached hereto)
**1.1.4** Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
**1.1.5** Certificates of Insurance, incorporated by reference
**1.1.6** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
**1.1.7** All Required Licenses
**1.1.8** Required Contract Provisions ARPA Funded Projects

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

1.2.1 This Contract document.
1.2.2 Contractor's Cost Proposal dated March 19, 2024, consisting of 3 pages (attached hereto).
1.2.3 Contractor's Response to RFP No. 7948 dated December 27, 2023, consisting of 125 pages (attached hereto).
1.2.4 The City's solicitation documents, RFP No. 7948.
1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

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

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

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

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

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

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

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all eases, 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 commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminate June 30, 2030, 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"). Contractor understands that time is of the essence as the funding for the completion of the Temperature Control and Ventilation Upgrades is time limited.

**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 Three Million Three Hundred Eighty-Three Thousand Four Hundred One Dollars ($ 3,383,401.00).

The compensation shall be paid in conformity with the Contractor's Cost Proposal dated March 19, 2024, 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 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

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

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7948 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 Auto Liability Insurance: $1,000.000.00** combined single limit
each Accident
Any Auto, All Owned and Hired Autos

**9.4.3 Worker's Compensation Insurance:** Statutory limits
**$1,000.000.00** per Accident, **$1,000,000.00** Disease Each Employee,
**$1,000,000.00** Disease Policy Limits

**9.4.4 Excess/Umbrella Liability Insurance: $1,000.000.00** per Occurrence, **$1,000,000.00** Aggregate

**9.4.5 Professional Liability/E&O Insurance: $1,000,000** each wrongful act, **$1,000,000.00** Aggregate

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

**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 or the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

**12. Intentional left blank.**

**13. Termination.**

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

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the

option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Contract Change Orders.**

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

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

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

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

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

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

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

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

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7948** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7948.**

**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 he 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: Benchmark Education Company LLC,
145 Huguenot Street, 8th Floor
New Rochelle, NY 10801

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

**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 he 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 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.

**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:**

Sign:_____

Print name:

Sign:_____

Print name:

**CITY OF WATERBURY**

By:_____

Paul K. Pernerewski, Jr., Mayor

Date:_____

**WITNESSES:**

Sign:_____

Print name:

Sign:_____

Print name:

**BENCHMARK EDUCATION COMPANY LLC**

By:_____

Its:_____

Date:_____

ATTACHMENT A

1. The City's solicitation documents, RFP No. 7948 (attached hereto)
2. Contractor’s Cost Proposal dated March 19, 2024, consisting of 3 pages (attached hereto) (attached hereto)
3. Contractor’s Response to RFP No. 7948 dated December 27, 2023, consisting of 125 pages (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

**REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

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

In addition:

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

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

   1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200

   1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

   1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

   1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.

   1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

   1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

   1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.

   1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.

   1.9 Generally applicable federal environmental laws and regulations.

   1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

   1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.

   1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

   1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

discrimination on the basis of age in programs or activities receiving federal financial assistance.

1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:

1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit http://www.lep.gov.

1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.

1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

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

1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company=owned, rented or personally owned vehicles.

1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.

1.20 The Contractor shall protect all Whistleblowers as follows:

a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

c) The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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# LIMITED LIABILTY COMPANY RESOLUTION

I, Angelo Miriani, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Benchmark Education Company LLC, a limited liability company organized and existing under the laws of the State of New York, 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 31st day of May 2024.

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

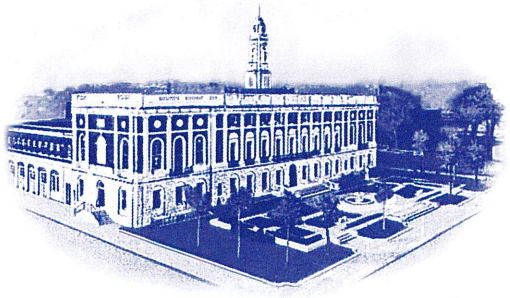
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Benchmark Education Company, LLC this 31st day of May 2024.

DocuSigned by:
Angelo Miriani
7DDA5B714CB7464...

Manager/Member

**KEVIN McCAFFERY**
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

April 23, 2024

Peter Clifford
Benchmark Education
145 Huguenot Street
New Rochelle, NY 10801

RFP# 7948
Project: Core Elementary Reading and Language Arts Program K-5

Dear Mr. Clifford,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,

Kevin McCaffery
Director of Purchasing

**City of Waterbury DOE**
**Waterbury, CT**
**March 19, 2024**

| Tab | Program / Product | 6-Year Purchase | Gratis Sets / Discount | Net Total | Effective Discount % |
|---|---|---|---|---|---|
| **Core Products** | | | | | |
| *1* | BEC Benchmark Advance ©2022, Gr. K-5 Classrooms[1] | $2,274,030 | ($177,300) | $2,096,730 | |
| *1* | BEC Benchmark Advance Take Home Decodables, Gr. K-1[2] | $271,470 | ($271,470) | $0 | |
| *1* | BEC Benchmark Adelante ©2022, Gr. K-5 Classrooms[1] | $169,040 | ($18,330) | $150,710 | |
| *1* | BEC Benchmark Adelante Take Home Decodables, Gr. K-1[2] | $12,960 | ($12,960) | $0 | |
| | **Subtotal** | **$2,727,500** | **($480,060)** | **$2,247,440** | **17.6%** |
| **Supplemental[4]** | | | | | |
| *1* | Dynamite Decodables Print and Digital, Gr. 2 | $169,175 | ($17,675) | $151,500 | |
| *1* | Dynamite Decodables Take Home Books, Gr. 2[3] | $102,510 | ($102,510) | $0 | |
| *1* | Express!, Gr. K-5 | $805,880 | ($80,350) | $725,530 | |
| *1* | STA Literacy Solutions, Gr. 2-5 | $233,170 | ($24,240) | $208,930 | |
| *1* | Recyraft Trade Book Collections, Gr. K-5[5] | $23,805 | ($23,805) | $0 | |
| | **Subtotal** | **$1,334,540** | **($248,580)** | **$1,085,960** | **18.6%** |
| | Supplemental Product Discount | | ($108,500) | ($108,500) | |
| | Shipping and Handling[6] | $333,340 | ($283,339) | $50,001 | |
| | Professional Development (35-Days) | $108,500 | | $108,500 | |
| | **Total** | **$4,503,880** | **($1,120,479)** | **$3,383,401** | **24.9%** |

**Notes:**
**1. Gratis product provided for Benchmark Advance and Benchmark Adelante Classroom Packages**
**2. Gratis BEC Take Home Decodables. Quantity matches Gr. K-1 Classroom Packages**
**3. Gratis Dynamite Decodables Take Home Books. Quantity matches Gr. 2 Benchmark Advance Classroom Package**
**4. 10% Discount applied on Supplemental Products if submitted as part of initial purchase of Benchmark Advance Classroom Packages**
**5. Gratis Reycraft Trade Book Collections**
**6. Shipping and Handling, reduced from 10% to 1.5%**

**City of Waterbury DOE**
**Waterbury, CT**
**March 19, 2024**

**BEC Benchmark Advance, Adelante, & Connected Resources**
**RFP 7948**
**6-Year**

| Product Code | Grade | Title | Price | Quantity Ordered | Total Price | Gratis Sets | Gratis Material | Net Total |
|---|---|---|---|---|---|---|---|---|
| | | **Benchmark Advance** | | | | | | |
| XY11879 | Gr. K | **BEC Benchmark Advance 2022 (National Edition) Gr. K Classroom with BEC Decodables 25-Copy Print and Digital 6-Year**<br>Includes: All Print and Digital materials for Whole Group, Student Practice, Small Group, Intervention, Phonics Packages and Digital Assessment for 6-Year and 6-Year consumables (25 Copies each of 10 Titles) in Whole Group | $4,950 | 80 | **$396,000** | 6 | ($29,700) | **$366,300** |
| XY11880 | Gr. 1 | **BEC Benchmark Advance 2022 (National Edition) Gr. 1 Classroom 25-Copy Print and Digital 6-Year**<br>Includes: All Print and Digital materials for Whole Group, Student Practice, Small Group, Intervention, Phonics Packages and Digital Assessment for 6-Year and 6-Year consumables (25 Copies each of 10 Titles) in Whole Group | $4,950 | 71 | **$351,450** | 6 | ($29,700) | **$321,750** |
| XY11881 | Gr. 2 | **BEC Benchmark Advance 2022 (National Edition) Gr. 2 Classroom 25-Copy Print and Digital 6-Year**<br>Includes: All Print and Digital materials for Whole Group, Student Practice, Small Group, Intervention, Phonics Packages and Digital Assessment for 6-Year and 6-Year consumables (25 Copies each of 10 Titles) in Whole Group | $5,850 | 67 | **$391,950** | 5 | ($29,250) | **$362,700** |
| XY11882 | Gr. 3 | **BEC Benchmark Advance 2022 (National Edition) Gr. 3 Classroom 25-Copy Print and Digital 6-Year**<br>Includes: All Print and Digital materials for Whole Group, Student Practice, Small Group, Intervention, and Digital Assessment for 6-Year and 6-Year consumables (25 Copies each of 10 Titles) in Whole Group | $5,850 | 65 | **$380,250** | 5 | ($29,250) | **$351,000** |
| XY11939 | Gr. 4 | **BEC Benchmark Advance 2022 (National Edition) Gr. 4 Classroom 30-Copy Print and Digital 6-Year**<br>Includes: All Print and Digital materials for Whole Group, Student Practice, Small Group, Intervention, and Digital Assessment for 6-Year and 6-Year consumables (30 Copies each of 10 Titles) in Whole Group | $5,940 | 63 | **$374,220** | 5 | ($29,700) | **$344,520** |
| XY11940 | Gr. 5 | **BEC Benchmark Advance 2022 (National Edition) Gr. 5 Classroom 30-Copy Print and Digital 6-Year**<br>Includes: All Print and Digital materials for Whole Group, Student Practice, Small Group, Intervention, and Digital Assessment for 6-Year and 6-Year consumables (30 Copies each of 10 Titles) in Whole Group | $5,940 | 64 | **$380,160** | 5 | ($29,700) | **$350,460** |
| | | | | | | | | |
| | | **BEC Decodables** | | | | | | |
| Y58189 | Gr. K | **BEC Decodables Gr. K Take Home Book 25-Copy Set - 39-Titles Consumables 6-Year** | $1,290 | 80 | **$103,200** | 80 | ($103,200) | **$0** |
| Y58191 | Gr. 1 | **BEC Decodables Gr. 1 Take Home Book 25-Copy Set - 72-Titles Consumables 6-Year** | $2,370 | 71 | **$168,270** | 71 | ($168,270) | **$0** |
| | | | | | | | | |
| | | **Benchmark Adelante** | | | | | | |
| XY12492 | Gr. K | **BEC Benchmark Adelante 2023 Gr. K Classroom 25-Copy Package Print and Digital 6-Year**<br>Includes: All Print and Digital materials for Whole Group, Student Practice, Small Group, Intervention, Phonics Packages and Assessment books for 6-Year and 6-Year consumables (25 Copies each of 10 Titles) in Whole Group | $5,450 | 6 | **$32,700** | 1 | ($5,450) | **$27,250** |
| XY12493 | Gr. 1 | **BEC Benchmark Adelante 2023 Gr. 1 Classroom 25-Copy Package Print and Digital 6-Year**<br>Includes: All Print and Digital materials for Whole Group, Student Practice, Small Group, Intervention, Phonics Packages and Assessment books for 6-Year and 6-Year consumables (25 Copies each of 10 Titles) in Whole Group | $5,450 | 6 | **$32,700** | - | $0 | **$32,700** |
| XY12494 | Gr. 2 | **BEC Benchmark Adelante 2023 Gr. 2 Classroom 25-Copy Package Print and Digital 6-Year**<br>Includes: All Print and Digital materials for Whole Group, Student Practice, Small Group, Intervention, Phonics Packages and Assessment books for 6-Year and 6-Year consumables (25 Copies each of 10 Titles) in Whole Group | $6,440 | 5 | **$32,200** | 1 | ($6,440) | **$25,760** |
| XY12495 | Gr. 3 | **BEC Benchmark Adelante 2023 Gr. 3 Classroom 25-Copy Package Print and Digital 6-Year**<br>Includes: All Print and Digital materials for Whole Group, Student Practice, Small Group, Intervention, Phonics Packages and Assessment books for 6-Year and 6-Year consumables (25 Copies each of 10 Titles) in Whole Group | $6,440 | 5 | **$32,200** | 1 | ($6,440) | **$25,760** |
| XY12545 | Gr. 4 | **BEC Benchmark Adelante 2023 Gr. 4 Classroom 30-Copy Package Print and Digital 6-Year**<br>Includes: All Print and Digital materials for Whole Group, Student Practice, Small Group, Intervention, Phonics Packages and Assessment books for 6-Year and 6-Year consumables (30 Copies each of 10 Titles) in Whole Group | $6,540 | 3 | **$19,620** | - | $0 | **$19,620** |
| XY12546 | Gr. 5 | **BEC Benchmark Adelante 2023 Gr. 5 Classroom 30-Copy Package Print and Digital 6-Year**<br>Includes: All Print and Digital materials for Whole Group, Student Practice, Small Group, Intervention, Phonics Packages and Assessment books for 6-Year and 6-Year consumables (30 Copies each of 10 Titles) in Whole Group | $6,540 | 3 | **$19,620** | - | $0 | **$19,620** |
| | | | | | | | | |
| | | **BEC Decodables** | | | | | | |
| Y59140 | Gr. K | **BEC Mis libritos de fonética Gr. K Take Home Books 25-Copy Set Consumables 6-Year** | $1,080 | 6 | **$6,480** | 6 | ($6,480) | **$0** |
| Y59147 | Gr. 1 | **BEC Mis libritos de fonética Gr. 1 Take Home Books 25-Copy Set Consumables 6-Year** | $1,080 | 6 | **$6,480** | 6 | ($6,480) | **$0** |
| | | | | | | | | |
| | | **Dynamite Decodables** | | | | | | |
| XY10628 | Gr. 2 | **Dynamite Decodables Gr. 2 Complete 6-Pack Set - 34 Titles Print and Digital 6-Year** | $2,525 | 67 | **$169,175** | 7 | ($17,675) | **$151,500** |
| Y58965 | Gr. 2 | **Dynamite Decodables Gr. 2 Take Home Books 25-Copy Set Consumables 6-Year** | $1,530 | 67 | **$102,510** | 67 | ($102,510) | **$0** |
| | | | | | | | | |
| | | **Express!** | | | | | | |
| XY10519 | Gr. K | **Express! Asset-based Access to English Gr. K Teacher Package Print and Digital 6-Year**<br>Includes: 2 Teacher Resource Systems, Program Support Documents, 2 Student Books, 315 Vocabulary Cards, and 6-Year Digital Access | $865 | 33 | **$28,545** | 3 | ($2,595) | **$25,950** |
| XY10520 | Gr. 1 | **Express! Asset-based Access to English Gr. 1 Teacher Package Print and Digital 6-Year**<br>Includes: 2 Teacher Resource Systems, Program Support Documents, 2 Student Books, 300 Vocabulary Cards, and 6-Year Digital Access | $865 | 33 | **$28,545** | 3 | ($2,595) | **$25,950** |
| XY10521 | Gr. 2 | **Express! Asset-based Access to English Gr. 2 Teacher Package Print and Digital 6-Year**<br>Includes: 2 Teacher Resource Systems, Program Support Documents, 2 Student Books, 120 Vocabulary Cards, and 6-Year Digital Access | $865 | 33 | **$28,545** | 3 | ($2,595) | **$25,950** |
| XY10522 | Gr. 3 | **Express! Asset-based Access to English Gr. 3 Teacher Package Print and Digital 6-Year**<br>Includes: 2 Teacher Resource Systems, Program Support Documents, 2 Student Books, 120 Vocabulary Cards, and 6-Year Digital Access | $865 | 33 | **$28,545** | 3 | ($2,595) | **$25,950** |
| XY10523 | Gr. 4 | **Express! Asset-based Access to English Gr. 4 Teacher Package Print and Digital 6-Year**<br>Includes: 2 Teacher Resource Systems, Program Support Documents, 2 Student Books, 120 Vocabulary Cards, and 6-Year Digital Access | $865 | 35 | **$30,275** | 4 | ($3,460) | **$26,815** |
| XY10524 | Gr. 5 | **Express! Asset-based Access to English Gr. 5 Teacher Package Print and Digital 6-Year**<br>Includes: 2 Teacher Resource Systems, Program Support Documents, 2 Student Books, 120 Vocabulary Cards, and 6-Year Digital Access | $865 | 35 | **$30,275** | 4 | ($3,460) | **$26,815** |
| | | | | | | | | |
| XY10512 | Gr. K | **Express! Asset-based Access to English Gr. K Student Package Print and Digital 6-Year**<br>Includes: 2 Student Books and 6-Year Digital Access | $325 | 323 | **$104,975** | 32 | ($10,400) | **$94,575** |
| XY10513 | Gr. 1 | **Express! Asset-based Access to English Gr. 1 Student Package Print and Digital 6-Year**<br>Includes: 2 Student Books and 6-Year Digital Access | $325 | 323 | **$104,975** | 32 | ($10,400) | **$94,575** |
| XY10514 | Gr. 2 | **Express! Asset-based Access to English Gr. 2 Student Package Print and Digital 6-Year**<br>Includes: 2 Student Books and 6-Year Digital Access | $325 | 323 | **$104,975** | 32 | ($10,400) | **$94,575** |
| XY10515 | Gr. 3 | **Express! Asset-based Access to English Gr. 3 Student Package Print and Digital 6-Year**<br>Includes: 2 Student Books and 6-Year Digital Access | $325 | 323 | **$104,975** | 32 | ($10,400) | **$94,575** |
| XY10516 | Gr. 4 | **Express! Asset-based Access to English Gr. 4 Student Package Print and Digital 6-Year**<br>Includes: 2 Student Books and 6-Year Digital Access | $325 | 325 | **$105,625** | 33 | ($10,725) | **$94,900** |
| XY10517 | Gr. 5 | **Express! Asset-based Access to English Gr. 5 Student Package Print and Digital 6-Year**<br>Includes: 2 Student Books and 6-Year Digital Access | $325 | 325 | **$105,625** | 33 | ($10,725) | **$94,900** |
| | | | | | | | | |
| | | **STA 2022 Literacy Solutions** | | | | | | |
| XY9369 | Gr. 2 | **Steps to Advance Literacy Solutions 2022 Gr. 2 Teacher Package Print and Digital 6-Year**<br>Includes Print and Digital materials for 2-Volume Teacher Resource System with Teacher copy of the Student Consumable Book, Program Guide, and Vocabulary Card Set | $410 | 55 | **$22,550** | 6 | ($2,460) | **$20,090** |
| XY9370 | Gr. 3 | **Steps to Advance Literacy Solutions 2022 Gr. 3 Teacher Package Print and Digital 6-Year**<br>Includes Print and Digital materials for 2-Volume Teacher Resource System with Teacher copy of the Student Consumable Book, Program Guide, and Vocabulary Card Set | $410 | 56 | **$22,960** | 6 | ($2,460) | **$20,500** |

**City of Waterbury DOE**
**Waterbury, CT**
**March 19, 2024**

**BEC Benchmark Advance, Adelante, & Connected Resources**
**RFP 7948**
**6-Year**

| Product Code | Grade | Title | Price | Quantity Ordered | Total Price | Gratis Sets | Gratis Material | Net Total |
|---|---|---|---|---|---|---|---|---|
| XY9371 | **Gr. 4** | **Steps to Advance Literacy Solutions 2022 Gr. 4 Teacher Package Print and Digital 6-Year**<br>Includes Print and Digital materials for 2-Volume Teacher Resource System with Teacher copy of the Student Consumable Book, Program Guide, and Vocabulary Card Set | $410 | 55 | **$22,550** | 6 | ($2,460) | **$20,090** |
| XY9372 | **Gr. 5** | **Steps to Advance Literacy Solutions 2022 Gr. 5 Teacher Package Print and Digital 6-Year**<br>Includes Print and Digital materials for 2-Volume Teacher Resource System with Teacher copy of the Student Consumable Book, Program Guide, and Vocabulary Card Set | $410 | 55 | **$22,550** | 6 | ($2,460) | **$20,090** |
| | | | | | | | | |
| XY9329 | **Gr. 2** | **Steps to Advance Literacy Solutions 2022 Gr. 2 Student Package 5-Copy Print and Digital 6-Year**<br>Includes Print and Digital of 5-Copy 2-Volume Student Consumable Books | $720 | 50 | **$36,000** | 5 | ($3,600) | **$32,400** |
| XY9330 | **Gr. 3** | **Steps to Advance Literacy Solutions 2022 Gr. 3 Student Package 5-Copy Print and Digital 6-Year**<br>Includes Print and Digital of 5-Copy 2-Volume Student Consumable Books | $720 | 49 | **$35,280** | 5 | ($3,600) | **$31,680** |
| XY9331 | **Gr. 4** | **Steps to Advance Literacy Solutions 2022 Gr. 4 Student Package 5-Copy Print and Digital 6-Year**<br>Includes Print and Digital of 5-Copy 2-Volume Student Consumable Books | $720 | 49 | **$35,280** | 5 | ($3,600) | **$31,680** |
| XY9332 | **Gr. 5** | **Steps to Advance Literacy Solutions 2022 Gr. 5 Student Package 5-Copy Print and Digital 6-Year**<br>Includes Print and Digital of 5-Copy 2-Volume Student Consumable Books | $720 | 50 | **$36,000** | 5 | ($3,600) | **$32,400** |
| | | | | | | | | |
| | | **Reycraft Trade Book Collections** | | | | | | |
| NS2116 | **Gr. K-5** | **Reycraft Trade Books Gr. K-5 Knowledge Strands Set 2 (Hardcover) 60-Titles** | $1,035.00 | 23 | **$23,805** | 23 | ($23,805) | **$0** |
| | | | | | | | | |
| | | **Product Total** | | 3,298 | **$4,062,040** | | ($728,640) | **$3,333,400** |
| | | **Supplemental Product Discount** | | | | | ($108,500) | ($108,500) |
| | | **Shipping and Handling (1.5%)** | | | **$333,340** | | ($283,339) | **$50,001** |
| PR898 | | **Professional Development including expenses (per consultant per day)** | $3,100 | 35 | **$108,500** | | | **$108,500** |
| | | | | | | | | |
| | | | | **TOTAL** | **$4,503,880** | | ($1,120,479) | **$3,383,401** |

**REQUEST FOR PROPOSAL**
**BY**
**THE CITY OF WATERBURY**
**Department of Education**
**Core Elementary Reading and Language Arts Program K-5**
**RFP #7948**

The City of Waterbury, Department of *Education* (hereinafter "City"), is seeking a Core Reading Elementary Program for Grades K-5 that provides curriculum, instruction, assessment, and professional learning aligned to the CT Core Standards in Reading and Language Arts.

## A. Background and Intent

The City of Waterbury, Department of *Education* (hereinafter "City"), is seeking a Core Reading Elementary Program for Grades K-5 that provides curriculum, instruction, assessment, and professional learning aligned to the CT Core Standards in Reading and Language Arts. The city seeks a new program that meets the requirements set forth in Connecticut's "Right to Read" legislation PA 21-2 Sec 394-404.

## B. Qualifications

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

1. The ability to provide evidence from an outside evaluator/researcher demonstrating reading improvement and achievement as a result of implementing the program as aligned to the CT Core Standards.
2. Understanding of and alignment to culturally responsive pedagogy.
3. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP
4. Provide a minimum of three references (districts of similar demographics currently using the program)
5. Knowledge of federal and CT state laws and regulations, including but not limited to FERPA, governing the services outlined in the scope of services.

## C. Scope of Services

The city of Waterbury seeks to purchase a core Reading and Language Arts program for grades K-5. The program and proposal must include the following:

**Program Requirements**

1. The comprehensive core reading and language arts program aligned to the science of reading that is included on the State of CT's list of approved reading programs and/or have all green ratings on EdReports.
2. The program must have a strong focus on building knowledge such as, but not limited to, those endorsed on the Knowledge Matters Campaign website.
3. The program should have content connections to Next Generation Science Standards (NGSS) and College, Career, and Civic Live (C3) Framework for Social Studies.

4. The program should include or encourage evidence-based instructional practices such as but not limited to: opportunities for demonstrations, structured practice, and practice with feedback.
5. The program should have a strong focus on language comprehension in each grade K-5. This includes but is not limited to opportunities for meaningful discourse, instruction focused on morphology, connection to cognates, instruction on syntax as it relates to reading comprehension (cohesive devices, pronoun referents, etc.), vocabulary (shades of meaning, word relationships, precise language), text structure, and verbal reasoning (idioms, metaphors, similes, inferences, etc.).
6. The program should include complex texts (as defined by the Common Core lexile bands) at every grade level that span different genres.
7. The program should include opportunities for students to engage in rigorous tasks that encourage communication, grit, problem solving, and collaboration.
8. The program should be available in English and in Spanish to promote the development of Biliteracy.
9. The program should include built-in supports for English Language Learners.
10. The program should include diverse authors and texts and embed culturally responsive teaching to support the social and emotional development of learners.
11. The program should include supports for students with disabilities and students who are talented and gifted.
12. The program should include a robust system of assessments, both formative and summative, aligned to the CT Core Standards and should include tasks/items in a format similar to that of SmarterBalanced.
13. The online version of the program should be compatible with Clever.
14. All materials must be available in print and online.
15. The vendor must have a responsive technical support team with the skills necessary to address issues promptly (same day).

**Proposal Requirements**

The proposal should…

a. Highlight the program's alignment to and/or inclusion of the requirements noted above.
b. Include a large range of professional development options including in-person and virtual options for start up upon implementation in August 2024 and ongoing as needed throughout the contract.
c. Include 2 hard copies of all materials for each grade level grades K-5 and online demo licenses for each grade K-5 to preview content.
d. Include pricing for grades K-5 including all English and Spanish print and online materials including but not limited to texts, workbooks, teacher editions, and assessments as well as professional development (in person and virtual options) for a period of three years (July 2024-June 2027) and a period of six years (July 2024-June 2030). See Attachment E for a table of total quantities needed.
    - Pricing should include any necessary consumables for each grade (also for a period of three years and a period of six years).
    - Pricing should also be itemized by grade level and professional development.
e. Include shipping to each of the 23 elementary school sites as noted in Attachment E.

## D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 2024-July 2027 or July 2024-July 2030.

## 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.

3. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet).

4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on December 15, 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 December 22, 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 Office of Reading and Language Arts.

## 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 ***(180)*** 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. <u>See Attachment B.</u>

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 (clearly identified as such) and ***nine*** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on December 29, 2023.**

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. Please see Section C, Scope of Services, Proposal Requirements section d. above.

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 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.

# Attachment A Documents

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

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

## I. Outstanding Purchase Orders of Contracts with the City

### A. Contracts

**No Contracts with the City** ☐

(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

---

(Service or Commodity Covered by Contract)

(Term of Contract)

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

**B. Purchase Order(s).**

**No Purchase Order(s) with the City** ☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

## II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

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(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

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

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

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

I have read and agree to the above certification.

_____
(Name of Company, if applicable)

_____ _____
Signature of Individual (or Authorized Signatory) Date

_____
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

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

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

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

Print Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of_____

SS.:_____

County of_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| Organization Name | Address | Type of Ownership |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

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

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

| Name | Title | DOB | Stock % |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

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

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

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

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

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

**For Partnership/Sole Proprietor**

In presence of:

_____ _____

Witness Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____ )

) SS

County of _____ )

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

**For Corporation**

_____ _____
Witness Name of Corporate Signatory

_____
Address of Business

Affix
Corporate
Seal

By:_____
Name of Authorized Corporate Officer

Its:_____
Title

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

State of _____ )

) SS

County of _____ )

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

# CORPORATE RESOLUTION

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

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

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

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

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

_____
Secretary

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

# LIMITED LIABILTY COMPANY RESOLUTION

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

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

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

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

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

_____
Manager/Member

.

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

# Attachment B Document

- SAMPLE CONTRACT

# PROFESSIONAL SERVICES AGREEMENT
RFP No. 7948
For
Core Elementary Reading and Language Arts Program K-5
between
The City of Waterbury, Connecticut
and
_____

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

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

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7948 for a three year contract for a Core Reading Elementary Program for City of Waterbury public school grades K-5, with related materials, equipment, supplies and professional learning as those may apply; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7948; and

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

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

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

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

**1.1.** The Project consists of and the Contractor shall provide a three year contract for a Core Reading Elementary Program for Waterbury Public School grades K-5 that provides curriculum, instruction, assessment, and professional learning aligned to the CT Core Standards in Reading and Language Arts, with related materials, equipment, supplies and professional learning as those may apply, including but not limited to the following:

- Program must be included on the State of CT's list of approved reading programs and/or have all green ratings on EdReports.
- Program must be aligned with the Science of Reading.
- Program must have a strong focus on building knowledge such as, but not limited to, those endorsed on the Knowledge Matters Campaign website.
- Program should have content connections to Next Generation Science Standards (NGSS) and College, Career, and Civic Live (C3) Framework for Social Studies.
- Program should include or encourage evidence-based instructional practices such as those defined by Anita Archer.
- Program should include content and tasks that support Waterbury's Portrait of a Graduate and Graduation Competencies.
- Program should be available in English and in Spanish to promote the development of Biliteracy.
- Program should include built-in supports for English Language Learners.
- Program should include supports for students with disabilities and students who are talented and gifted.
- Program should include a robust system of assessments, both formative and summative, aligned to the CT Core Standards and should include tasks/items in a format similar to that of SmarterBalanced.
- The online version of the program should be compatible with Clever.
- All materials should be available in print and online for a blended learning experience.
- The vendor must have a robust technical support team to address issues as they arise with online components of the program.

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

**1.1.1** The City's solicitation documents, RFP No. 7948 (attached hereto)
**1.1.2** Contractor's Cost Proposal (attached hereto)
**1.1.3** Contractor's Response to RFP No. 7948 (attached hereto)
**1.1.4** Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
**1.1.5** Certificates of Insurance, incorporated by reference

**1.1.6** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
**1.1.7** All Required Licenses
**1.1.8** Required Contract Provisions ARPA Funded Projects

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

1.2.1 This Contract document.
1.2.2 Contractor's Cost Proposal (attached hereto)
1.2.3 Contractor's Response to RFP No. 7948 (attached hereto)
1.2.4 The City's solicitation documents, RFP No. 7948.
1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. A**s** 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 eases, 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 commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminate June 30, 2027 **[or June 30, 2027]**, 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"). Contractor understands that time is of the essence as the funding for the completion of the Temperature Control and Ventilation Upgrades is time limited.

**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 terms]**

The compensation shall be paid in conformity with the Contractor's Cost Proposal, 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 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7948 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 Auto Liability Insurance: $1,000.000.00** combined single limit each Accident
Any Auto, All Owned and Hired Autos

**9.4.3 Worker's Compensation Insurance:** Statutory limits
**$1,000.000.00** per Accident, **$1,000,000.00** Disease Each Employee,
**$1,000,000.00** Disease Policy Limits

**9.4.4 Excess/Umbrella Liability Insurance: $1,000.000.00** per Occurrence, **$1,000,000.00** Aggregate

**9.4.5 Professional Liability/E&O Insurance: $1,000,000** each wrongful act, **$1,000,000.00** Aggregate

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

**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 or the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

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

**12. Intentional left blank.**

**13. Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Contract Change Orders.**

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

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

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

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

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

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

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

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

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7948** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7948.**

**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 he effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:

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

**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 he 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 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.

**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:**

Sign:_____ By:_____

Print name:

Its:_____

Sign:_____ Date:_____

Print name:

ATTACHMENT A

1. The City's solicitation documents, RFP No. 7948 (attached hereto)
2. Contractor’s Cost Proposal (attached hereto)
3. Contractor’s Response to RFP No. 7948 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

**REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

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

In addition:

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

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

   1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200

   1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

   1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

   1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.

   1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

   1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

   1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.

   1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.

   1.9 Generally applicable federal environmental laws and regulations.

   1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

   1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.

   1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

   1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

discrimination on the basis of age in programs or activities receiving federal financial assistance.

1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:

1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit http://www.lep.gov.

1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.

1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

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

1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company=owned, rented or personally owned vehicles.

1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.

1.20 The Contractor shall protect all Whistleblowers as follows:

a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

c) The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

# Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

# ATTACHMENT C

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

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

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

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

1 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

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

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

_____ _____

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

_____

Corporate Officer
(if applicable)

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

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)
_____
_____
Phone: _____
Email:_____
Date: _____

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

# Attachment D Document

- INSURANCE REQUIREMENTS

**REQUEST FOR PROPOSAL**
**BY**
**THE CITY OF WATERBURY**
**Department of Education**
**Core Elementary Reading and Language Arts Program K-5**
**RFP #7948**

**Attachment D**
**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 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 coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.**

| | |
|---|---|
| **General Liability:** | **$1,000,000 each Occurrence**<br>**$2,000,000 General Aggregate**<br>**$2,000,000 Products/ Completed Operations Aggregate** |
| **Auto Liability:** | **$1,000,000 Combined Single Limit each Accident**<br>**Any Auto, All Owned and Hired Autos** |
| **Workers Compensation:** | **WC Statutory Limits**<br>**Employer Liability (EL)**<br>**$1,000,000 EL each Accident**<br>**$1,000,000 EL Disease each Employee**<br>**$1,000,000 EL Disease Policy Limits** |
| **Excess/Umbrella Liability:** | **$1,000,000 each Occurrence**<br>**$1,000,000 Aggregate** |
| **Professional Liability/E&O:** | **$1,000,000 each Wrongful Act**<br>**$1,000,000 Aggregate** |

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

# Attachment E Documents

- NUMBER OF CLASSROOMS PER BUILDING 2024-2025

| Attachment E Number of Classrooms Per Building 2024-2025 | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| School | Shipping Address | K | 1 | 2 | 3 | 4 | 5 | B K | B 1 | B2 | B 3 | B4 | B 5 | Total English | Total Spanish | Overall Total |
| Bucks Hill School | 330 Bucks Hl Rd, Waterbury, CT 06704 | 5 | 5 | 4 | 4 | 3 | 3 | 2 | 2 | 2 | 2 | 1 | 1 | 24 | 10 | 34 |
| Bunker Hill School | 170 Bunker Hill Ave, Waterbury, CT 06708 | 5 | 4 | 3 | 4 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | 0 | 24 |
| Carrington School | 24 Kenmore Ave, Waterbury, CT 06708 | 2 | 2 | 2 | 2 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 12 |
| Chase School | 40 Woodtick Rd, Waterbury, CT 06705 | 6 | 5 | 5 | 5 | 5 | 5 | 1 | 1 | 1 | 1 | 0 | 0 | 31 | 4 | 35 |
| Driggs School | 77 Woodlawn Terrace, Waterbury, CT 06710 | 4 | 3 | 3 | 3 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 0 | 19 |
| Duggan School | 38 W Porter St, Waterbury, CT 06708 | 3 | 2 | 2 | 2 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 0 | 13 |
| Generali School | 3196 E Main St, Waterbury, CT 06705 | 5 | 4 | 4 | 3 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 22 | 0 | 22 |
| Gilmartin School | 94 Spring Lake Rd, Waterbury, CT 06706 | 3 | 4 | 3 | 3 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 0 | 19 |
| Hopeville School | 2 Cypress St, Waterbury, CT 06706 | 4 | 4 | 4 | 4 | 3 | 3 | 1 | 1 | 1 | 1 | 1 | 1 | 22 | 6 | 28 |
| International School | 116 Beecher Avenue, Waterbury, CT 06705 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 6 | 6 | 12 |
| Kingsbury School | 220 Columbia Boulevard, Waterbury, CT 067 | 4 | 3 | 3 | 3 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 0 | 19 |
| Maloney School | 233 S Elm St, Waterbury, CT 06706 | 4 | 4 | 4 | 4 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | 0 | 24 |
| Reed School | 33 Griggs St, Waterbury, CT 06704 | 2 | 2 | 2 | 2 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 12 |
| Regan School | 2780 N Main St, Waterbury, CT 06704 | 2 | 2 | 2 | 2 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 12 |
| Rotella School | 380 Pierpont Rd, Waterbury, CT 06705 | 5 | 4 | 4 | 4 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 25 | 0 | 25 |
| Sprague School | 1443 Thomaston Ave, Waterbury, CT 06704 | 4 | 3 | 3 | 3 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 0 | 19 |
| State Street School | 30A Church Street, Waterbury, CT 06704 | 1 | 1 | 1 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 6 |
| Tinker School | 809 Highland Ave, Waterbury, CT 06708 | 5 | 4 | 4 | 4 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 25 | 0 | 25 |
| Wallace Academic Ac | 3465 East Main Street, Waterbury, CT 0670 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 3 |
| Walsh School | 55 Dikeman St, Waterbury, CT 06704 | 4 | 4 | 3 | 3 | 3 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 20 | 2 | 22 |
| Washington School | 685 Baldwin St, Waterbury, CT 06706 | 2 | 2 | 2 | 2 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 12 |
| Wendell Cross Schoo | 1255 Hamilton Ave, Waterbury, CT 06706 | 4 | 4 | 4 | 3 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 21 | 0 | 21 |
| Wilson School | 235 Birch St, Waterbury, CT 06704 | 5 | 4 | 4 | 3 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 20 |
| Total | | 80 | 71 | 67 | 65 | 63 | 64 | 6 | 6 | 5 | 5 | 3 | 3 | 410 | 28 | 438 |

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

**ADDENDUM #1**

**December 18, 2023**

**RFP 7948 Core Elementary Reading and Language Arts Program K-5**

**NOTE: THE DUE DATE HAS BEEN EXTENDED TO JANUARY 5, 2024 AT 11:00AM.**

**Please refer to the questions and answers below.**

**Question:** In view of the holidays, would the DOE allow an extension to the deadline to allow vendors additional time to formulate a more cohesive response to the district requirements?
**Answer:** The due date has been extended to January 5, 2024 at 11:00AM.

**Question:** Our warehouse is closing for the holidays. Can you respond to our inquiry before 12/22 so we can plan accordingly?
**Answer:** Answers will be complete by Monday 12/18.

**Question:** Will you accept digital submissions through Procureware?
**Answer:** No, emailed or uploaded responses will not be accepted.

**Question:** Our core ELA K-5 program offers extensive supports to English Language Learners, but materials are available in English only. Does this still align to the goals of the City of Waterbury?
**Answer:** No.

**Question:** In order to provide the most accurate RFP response, would it be possible to provide an estimated student and teacher count by grade level? / Would you share approximately how many students per class?
**Answer:** Please refer to Attachment E of the RFP document (page 58).

**Thank you.**
**Maureen McCauley**
**Assistant Director of Purchasing – City of Waterbury**



235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023)**
**Persons or Entities Conducting Business with the City**

## I. Outstanding Purchase Orders of Contracts with the City

### A. Contracts

**No Contracts with the City** ☑

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023)**
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City** ☑

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023 )**
**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.

Benchmark Education Company LLC
(Name of Company, if applicable)

DocuSigned by:
John Gruber
0241AEEDAC05491...
Signature of individual (or Authorized Signatory)

12/19/2023
Date

John Gruber - CFO & SVP
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☑ Hand-Delivered ☐

F008/525A,591407 TA.F(A %$α A)$)-A$!!,A )α&A) -! %F,#)

**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: Benchmark Education Company LLC
145 Huguenot Street, 8th Floor,
New Rochelle, NY 10801

Print Name and Title of Authorized Representative: DocuSigned by: SVP

Signature of Authorized Representative: John Gruber
0241AEEDAC05491...

Date: 12/19/2023

DocuSign Envelope ID: 225460C8-B4BF-411E-8B66-B20F8185DE3B

# 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 New York

SS.: 133996703

County of Westchester

John Gruber, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** CFO & SVP of Benchmark Education Company LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

DocuSign Envelope ID: 225460C8-B4BF-411E-8B66-B20F8185DE3B

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

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

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

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

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

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

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

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

| Organization Name | Address | Type of Ownership |
|---|---|---|
| 1 None | | |
| 2 | | |
| 3 | | |
| 4 | | |

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

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

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

| | Name | Title | DOB | Stock % |
|---|---|---|---|---|
| 1 | Tom Reycraft | CEO | 01/03/1953 | 51 |
| 2 | Sera Reycraft | COO | 09/02/1956 | 49 |
| 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

DocuSign Envelope ID: 225460C8-B4BF-411E-8B66-B20F8185DE3B

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____ )

) SS

County of _____ )

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

**For Corporation**

Peter Clifford - RFP Manager
Witness

Peter Clifford

Benchmark Education Company LLC
Name of Corporate Signatory

145 Huguenot Street, 8th Floor, New Rochelle, NY 10801
Address of Business

Affix
Corporate
Seal

By: John Gruber
Name of Authorized Corporate Officer

DocuSigned by:
John Gruber

Its: CFO & SVP
Title

DocuSign Envelope ID: 225460C8-B4BF-411E-8B66-B20F8185DE3B

# CITY OF WATERBURY

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

State of New York )

) SS

County of Westchester )

John Gruber being duly sworn,

deposes and says that he/she is CFO & SVP of Benchmark Education Company 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 19th day of December 2023.

(Notary Public)

My Commission Expires: 8/24/25

ANGELO MARIANI, SR.
Notary Public, State of New York,
No. 4903978
Qualified in Westchester County
Commission Expires August 24, 2025

**THE CITY OF WATERBURY**

***MEMORANDUM***

**From:** Delinquent Tax Office **Date 5/13/2024**

**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***.

Benchmark Education Company, LLC
Tom & Sera Reycraft
145 Huguenot St. 8th Fl.
New Rochelle, NY 10801

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

Very truly yours,

Nancy J Olson

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: Benchmark Education Company**

**Requesting Department: BOE**

**Department Contact: Jerry Gay** jerry.gay@waterbury.k12.ct.us

**Description of work to be performed:**
RFP# 7948 Elementary Reading Curriculum

**Estimated Contract Duration and End Date: multi**

---

**Date Reviewed:** 05/17/2024

**Insurance Certificate Term:**
**07/01/2023 – 07/01/2024 all required policies except**
**01/31/2024 – 07/01/2025 Professional Liab.**

**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**

5/17/24

**Risk Manager or Authorized Designee**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2024

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**
Arthur J. Gallagher Risk Management Services, LLC
PO Box 649
Mount Vernon NY 10552

License#: BR-724491

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** 914-696-3700 **FAX (A/C, No):** 914-696-1010
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Federal Insurance Company | 20281 |
| INSURER B : Crum & Forster Specialty Insurance Co | 44520 |
| INSURER C : AXIS Insurance Company | 37273 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Benchmark Education Company
145 Huguenot Street
New Rochelle NY 10801
BENCEDU-01

**COVERAGES** **CERTIFICATE NUMBER:** 51184124 **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 | X COMMERCIAL GENERAL LIABILITY | Y | Y | 36060685WBO | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ INCLUDED |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | Y | Y | 2373615994 | 7/1/2023 | 7/1/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | Y | Y | 78186187 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE | $ 20,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 20,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | Y | 2471748064 | 7/1/2023 | 7/1/2024 | X PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| B | Cyber Liability | | | CYB-106198 | 7/1/2023 | 7/1/2024 | Each Claim/Aggregate | $5,000,000 |
| C | Professional E&O | | | P00100108535202 | 1/31/2024 | 7/1/2025 | Each Claim/Aggregate | $3,000,000 |
| | | | | | | | Retention | $100,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy: CRIME
Policy Number: SAAF1545140000
Carrier: Great American Insurance Agency, Inc.
LOB: CRIM Crime
Effective Date: 1/31/2024
Expiration Date: 7/1/2025
Limit: $1,000,000

See Attached...

**CERTIFICATE HOLDER**

City of Waterbury
235 Grand Street, Room 103
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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AGENCY CUSTOMER ID: BENCEDU-01

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Arthur J. Gallagher Risk Management Services, LLC | Benchmark Education Company<br>145 Huguenot Street<br>New Rochelle NY 10801 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: Medial Liability
Policy Number: ME2023110901
Carrier: Capitol Indemnity Corporation
LOB: CPEN - Entertainment Package
Effective Date: 7/1/2023
Expiration Date: 7/1/2024
Limit: $3,000,000
Deductibles: $100,000
RE: RFP 7948 Core Elementary Reading and Language Arts Program K-5.
City of Waterbury and the Waterbury Board of Education are included as Additional Insureds as respects General Liability, auto liability and umbrella liability polices, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. . Waiver of Subrogation applies to Additional Insureds, as respects General Liability auto liability, umbrella liability and worker compensation polices, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.



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Prepared on
11/20/2023 by CB

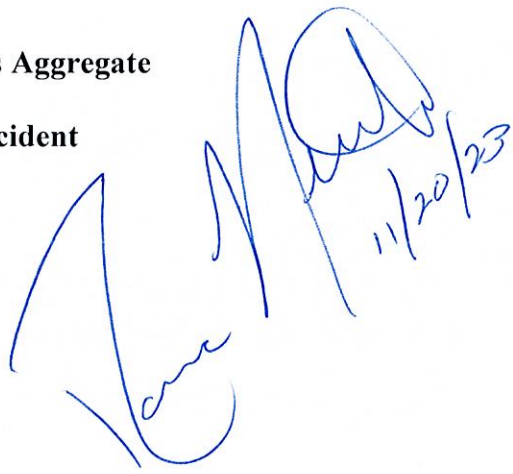
**CITY OF WATERBURY**
Insurance Bid Specifications Recommendation
**RISK MANAGEMENT**

**Submitting Department: BOE**
**Contact Name: Jerry Gay jerry.gay@waterbury.k12.ct.us**
**Description of Project/Work/Services: RFP# 7948 Elementary Reading Curriculum. Training virtual with possibility of in-person for staff members only.**

**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**<br>**$2,000,000 General Aggregate**<br>**$2,000,000 Products/ Completed Operations Aggregate** |
| **Auto Liability:** | **$1,000,000 Combined Single Limit each Accident**<br>**Any Auto, All Owned and Hired Autos** |
| **Workers Compensation:** | **WC Statutory Limits**<br>**Employer Liability (EL)**<br>**$1,000,000 EL each Accident**<br>**$1,000,000 EL Disease each Employee**<br>**$1,000,000 EL Disease Policy Limits** |
| **Excess/ Umbrella Liability:** | **$1,000,000 each Occurrence**<br>**$1,000,000 Aggregate** |
| **Professional Liability/E&O:** | **$1,000,000 each Wrongful Act**<br>**$1,000,000 Aggregate** |




**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.

CITY OF WATERBURY, RISK MANAGEMENT
Insurance Bid Specifications Recommendation

Submitting Department: BOE Contracts
Contact Name: Jerry Gay & Dena Mortenson
Project: RFP 7948 Elementary Reading Program Software
Date : 11/17/23
Description of Work/Services: Providing access to Vendors software with on-line training
Contract Term: 3 yrs expected
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.

F:\New

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 – Contracts

Requesting Department Contact: Jerry Gay , Dena Mortenson

Detailed description of Work/Services to be performed:

Vendors Providing On-Line access to the awarded vendor's K-3 Elementary Reading program software. There is some minimal training expected as both on-line (virtually certain), and possibly some being in person, depending upon the vendor.

There will be no student access to the software or in contact with any vendor employee's. The amount of in person training, if any, is unknown until the proposals are reviewed and an award made.

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: $1,500,000 for 3 years, Funded by ESSER and Right to Read CT Grant

Contract Term: Three years

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable:
No Prior contract available

## Crystal Burr

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>
**Sent:** Friday, November 17, 2023 1:00 PM
**To:** Insurance Requests
**Cc:** DENA MOURA
**Subject:** RFP Insur Limits
**Attachments:** Risk Mang Limits - RFP 7948 Elemt Reading.docx; Insurance limits - RFP 7948 Elemt Reading.docx

Hello,
Please see the attached for requesting limits for a RFP 7948 for a Grade K-3 Elementary Reading Curriculum. All software connections will be exclusively by the teachers. We do anticipate some minimal training on usage, with that most likely via Zoom. But there could be some In-Person training scheduled, depending upon the vendor that is awarded. At no time will the students connect around anyone from the awarded vendor. We are expecting this to be about $1.5M over 3yrs and funded by ESSER and a State Grant for Reading. Thanks,

Jerry Gay, BOE 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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## Crystal Burr

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>
**Sent:** Monday, May 13, 2024 12:53 PM
**To:** Insurance Requests
**Subject:** COI Approve
**Attachments:** RM COI Limits.pdf; Benchmark COI RFP 7948.pdf

Hello, If I could get a review of the attached COI if acceptable? Thanks,

Jerry Gay, BOE 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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#6

WATERBURY
PUBLIC SCHOOLS

**Jennifer Sarja**
Secondary Reading and LA Supervisor
(203) 574-8088, Ext. 11276
jennifer.sarja@waterbury.k12.ct.us

June 6, 2024

Board of Education
236 Grand St.
Waterbury, CT 06702-1973

RE: Contract between the City of Waterbury and SAVVAS Learning Company, LLC.

Dear Members of the Board of Education:

The Secondary English Department of Waterbury Public Schools is seeking approval of a four-year agreement with SAVVAS Learning Company, LLC, for a vertically aligned curriculum program for grades 6-12.

The agreement includes online access for students, teachers, and administrators; a dashboard of data to drive teacher instruction; an adaptive on-line reading program with digital library of texts (including translations for MLL's), Tier-2 reading intervention at the middle school level, as well as yearly printed consumables for students.

Additionally, the agreement includes a robust in-person professional development plan for teachers and administrators as well as virtual learning opportunities. The agreement also includes continuing professional development in years 2-4 to ensure both new and returning teachers are prepared to serve the diverse and ever-changing needs of our student population.

The program cost for Fall 2024- June 30, 2028 is $2,105,895.19. The funding source is the Alliance grant. Thank you for your consideration of this contract.

Sincerely,

Jennifer Sarja
Supervisor of Secondary English & Language Arts.

# PROFESSIONAL SERVICES AGREEMENT
# RFP No. 7951
# for
# ENGLISH/LANGUAGE ARTS CORE PROGRAMS FOR GRADES 6-8 and 9-12
# between
# The City of Waterbury, Connecticut
# and
# Savvas Learning Company LLC

**THIS AGREEMENT** (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and SAVVAS LEARNING COMPANY LLC, a Delaware Limited Liability Company located at 15 Midland Avenue, Suite 502, Paramus, New Jersey (the "Consultant"), jointly referred to as the "Parties" to this Agreement.

**WHEREAS**, the Consultant submitted a proposal to the City responding to **RFP No. 7951** for English/Language Arts Core Programs for Grades 6-8 and 9-12; and

**WHEREAS,** the City selected the Consultant to perform services regarding **RFP No. 7951**; 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 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 English/Language Arts Core Programs for Grades 6-8 and 9-12 that include lessons, resources, and assessments aligned with the Common Core Connecticut State Standards in English/Language Arts, 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 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** Addendums to RFP No. 7951, dated January 8, 2024 and January 10, 2024, consisting of 2 pages, attached hereto;
**1.1.2** RFP No. 7951, consisting of 55 pages, attached hereto;
**1.1.3** Consultant's Response to RFP No. 7951 dated January 18, 2024, consisting of 89 pages, attached hereto;
**1.1.4** Consultant's Revised Price Quote, dated May 23, 2024, consisting of 8 pages, attached hereto;
**1.1.5** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
**1.1.6** City Contract Compliance Documents, incorporated herein by reference;
**1.1.7** Certificates of Insurance, incorporated herein by reference;
**1.1.8** Licenses, incorporated herein by reference;
**1.1.9** 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 and all Amendments and Change Orders, issued by the City after execution of this Contract
**1.2.3** This Contract
**1.2.4** Consultant's Cost Proposal
**1.2.5** Any Addendums to RFP No. 7951
**1.2.6** RFP No. 7951
**1.2.7** Consultant's Response to RFP No. 7951

**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 Consultant 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. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

**2.4. Criminal Background Check and DCF Registry Check.** The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with Students while providing services 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. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

**3. Responsibilities of the Consultant.** All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in

confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure unless legally prohibited from doing so. 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** It has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost,

progress or performance of the Work;

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

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

**3.8.1** The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Consultant except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Consultant within thirty (30) days of Consultant's receipt of a written request. Consultant will provide to the Board upon written request confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

**3.8.3** 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. The Consultant agrees to provide reasonable assistance to the Board such as instructions, to permit a the Board to allow a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Consultant, and correct any erroneous information therein.

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

**3.8.5** The Consultant will notify the Board, in accordance with Conn. Gen. Stat.

§ 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

**3.8.6** Student Data shall not be retained or available to the Consultant upon expiration of the Agreement between the Consultant and City.

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

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

**3.8.9** 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.

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

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

**3.9.2** 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.

**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.** This Contract shall commence on July 1, 2024 and shall terminate on June 30, 2028 (the "Initial Term"), unless this Contract is extended by an Option Period as defined in Section 5.1 of this Contract, or it is earlier terminated by the Parties. Consultant shall complete all work and services required under this Contract during the Initial Term and any exercised Option Period (collectively, "Contract Time").

**5.1. Option Period.** The City, in its sole discretion, shall have the option to extend this Contract for up to one (1) additional two (2) year term (the "Option Period") upon reasonable notice to the Consultant and subject to then-current prices..

**5.1.1 Option Period 1:** July 1, 2028 through June 30, 2030.

**5.2.** 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 FIVE THOUSAND EIGHT HUNDRED NINETY-FIVE DOLLARS and NINETEEN CENTS ($2,105,895.19) and shall be in accordance with Consultant's proposal, dated January 10, 2024, attached hereto.

**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. 7851** 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.

**7. Passing of Title and Risk of Loss.** Except in the case of digital products (for which licenses shall be granted), 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 third-party claims, suits, damages, losses, judgments, costs and expenses including attorney's fees to the extent 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.

**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** General Aggregate
**$ 2,000,000.00** Products/Completed Operations Aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance:**
**$ 1,000,000.00** 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"):
**$ 1,000,000.00** EL Each Accident
**$ 1,000,000.00** EL Disease Each Employee
**$ 1,000,000.00** EL Disease Policy Limit
Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

**9.4.4 Excess/Umbrella Liability:**
**$ 1,000,000.00** Per Occurrence
**$ 1,000,000.00** Aggregate

**9.4.5 Professional Liability/E&O:**
**$ 1,000,000.00** Per Wrongful Act
**$ 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.** Additional insured status and waiver of subrogation on all lines of coverage except Professional Liability will occur by operation of policy language, rather than separate endorsement. 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. 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 the 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 confirming the City's additional insured status by operation of policy language.

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

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

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

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

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

**10.3.2** The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

**11. Discriminatory Practices.** In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, 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, and an opportunity to cure within such time period prior to 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, excluding Consultant’s pre-existing intellectual property, 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. Notwithstanding the foregoing, any potential claim for damages will be based on actual direct damages and Consultant's total liability will not exceed the City's actual and documented damages for the item for which Consultant is determined to be in breach.

**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.** With the exception of Consultant's pre-existing products and services, for which Consultant retains all intellectual property rights,

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. except as relates to products and services delivered satisfactorily by Consultant prior to such termination.

**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 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. Notwithstanding the foregoing, Consultant reserves the right to assign any resulting contract, without any consent of the City, in connection with a merger, acquisition, or sale of all or substantially all of Consultant's assets. Should such an event occur during the life of this Contract, Consultant agrees to notify the City as soon as reasonably practicable and ensure that the pricing, terms and conditions of this Contract will be binding on any successor.

**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. 7951** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7951.**

**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 principles 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: Savvas Learning Company LLC
Attention: Legal Counsel
15 Midland Avenue, Suite 502
Paramus, NJ 07652

City: City of Waterbury
Board 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 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.

**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:**

Sign:_____
Printed name:

Sign:_____
Printed name:

**CITY OF WATERBURY**

By:_____
Paul K. Pernerewski Jr., *Mayor*

Date: _____

**WITNESSES:**

Sign:_____
Print name:

Sign:_____
Print name:

**SAVVAS LEARNING COMPANY LLC**

By:_____

Its:_____

Date:_____

## ATTACHMENT A

1. Addendums to RFP No. 7951, dated January 8, 2024 and January 10, 2024, consisting of 2 pages, attached hereto;
2. RFP No. 7951, consisting of 55 pages, attached hereto;
3. Consultant's Response to RFP No. 7951 dated January 18, 2024, consisting of 89 pages, attached hereto;
4. Consultant's Revised Price Quote, dated May 23, 2024, consisting of 8 pages, attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
6. City Contract Compliance Documents, incorporated by reference;
7. Certificates of Insurance, incorporated by reference;
8. Licenses, incorporated by reference;
9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated by reference;

**SAVVAS LEARNING COMPANY LLC**
**CERTIFICATE OF AUTHORITY**

I, Kevin P. Schutz, a duly elected Assistant Secretary of Savvas Learning Company LLC, a Delaware limited liability company (the "Company"), do hereby certify that the following is a true and correct copy of the resolutions adopted by the written consent of the Board of Directors of the Company dated October 18, 2023:

**RESOLVED,** that the President or any Vice President of the Company or of any group, division or department of the Company, be, and each of them severally is, empowered to execute and deliver in the name and on behalf of the Company (but subject to any approved schedule of authority) all agreements, contracts, bids, instruments of conveyance or encumbrance, leases, bonds, consents, certificates (including any non-collusion certificates required by any governmental entity, department, agency or official), releases, powers of attorney and other documents which may be necessary or desirable in and relating to the ordinary conduct of the business of the group, division or department which he served in that capacity (collectively, these documents shall be referred to as the "Contract Documents"); and further

**RESOLVED,** that the President or any Vice President of the Company or of any group, division or department of the Company, be, and each of them severally is, authorized and empowered to include in any bid or proposal, for any contract in relation to the sale of books or other products to states, cities or school districts, a certification that such bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; that such bid or proposal has not been knowingly disclosed prior to the opening of bids or proposals for any such contract, to any other bidder, competitor or potential competitor; that no attempt has been made or will be made to induce any other person, partnership, corporation or other entity to submit or not to submit a bid or proposal; that he/she, the person signing the bid or proposal, certified that he/she has fully informed himself regarding the accuracy of the statements contained in said certification; and such other certifications and documents as the Company may be required to execute in the ordinary course of business in responding to bids, requests for proposals, and contracts from the Company's customers (collectively, such certifications and documents shall be referred to as the "Authorized Documents"); and further

**RESOLVED,** that the persons named below are authorized and empowered to execute and deliver all Contract Documents and Authorized Documents on behalf of the Company (subject to any approved schedule of authority), and to take such further actions as they deem appropriate or necessary to effectuate the execution and delivery of the Contract Documents and Authorized Documents on behalf of the Company:

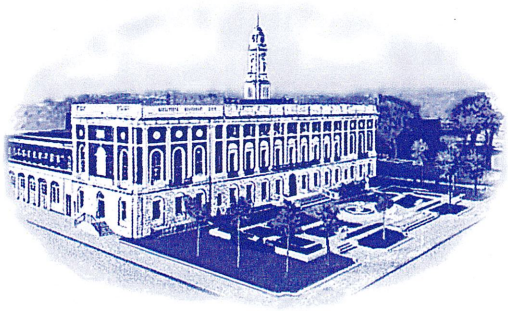
| | |
|---|---|
| Anthony Conte | Pamela McNair** |
| Jeremy Cordon* | Sean Mulcahy |
| Paul Despins | Kevin Schutz |
| Douglas Evans | Matthew Stricker |
| Catherine Flatley | Doug Thennes |
| Paul Fletcher | Jason Upah |
| Bethlam Forsa | Nancy Winship |

*Documents relating to the Company's tax returns or tax obligations only.
**Documents relating to the Company's response to customer bids or requests for proposals, and contracts resulting therefrom only.

**IN WITNESS WHEREOF,** the undersigned has executed this Certificate of Authority as of this 8th day of February, 2024.

Kevin Schutz
Assistant Secretary

**KEVIN McCAFFERY**
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

May 24, 2024

Greer Morgan
Savvas Learning Company LLC
15 East Midland Avenue
Suite 502
Paramus, NJ 07652

RFP# 7951
Project: English/Language Arts Core Programs for Grades 6-8 and 9-12

Dear Ms. Morgan,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,

Kevin McCaffery
Director of Purchasing

**REQUEST FOR PROPOSAL**
**BY**
**THE CITY OF WATERBURY**
**EDUCATION**
**English/Language Arts Core Programs for Grades 6-8 & 9-12**
**RFP# 7951**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking one or more vendors to provide a comprehensive English Language Arts Program for Grades 6-8 and 9-12 that includes lessons, resources, and assessments aligned with the Common Core CT State Standards in English/Language Arts.

## A. Background and Intent

The purpose of this request is to obtain cost proposals for English/Language Arts programs middle (Grades 6-8) & high school (Grades 9-12) aligned to the Common Core Standards. The City is exploring program options for middle school (Grades 6-8) and high school (Grades 9-12) but reserves the right to select a single program for Grades 6-12.

## B. Qualifications

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

1. The ability to provide evidence of their program's strong alignment to the Common Core State Standards, Science of Reading and research-based reading pedagogy (using Edreports, What Works Clearinghouse, or the like). Please include the evidence source.
2. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP.
3. A minimum of three references (districts of similar demographics currently using the program).
4. Knowledge of federal and state laws and regulations governing the services outlined in the scope of services.

## C. Scope of Services

1. Program Requirements. The proposal should have:

    a. Strong alignment to the Common Core State Standards in English Language Arts for grades 6-12.
    b. Explicit instruction in sentence structure, grammar, and vocabulary.
    c. A program that would earn a "strong" or "exemplary" rating on the Culturally Responsive Curriculum Scorecard (CRE) preferred; teacher materials with guidance on how to approach, enhance, and customize lessons for their student populations – a plus.
    d. Supports for English language learners, novels with translations preferred.

e. Attentive to the needs of diverse learners, support for students with disabilities and students who are talented and gifted.
f. Resources must be in print and online.
g. A large range of professional development options including in-person and virtual options for start up upon implementation in August 2024 and ongoing as needed throughout the contract.
h. Compatibility with Google Apps for Education and Clever preferred.
i. Assessments included that directly measure students' progress toward mastering the Common Core State Standards in English Language Arts and be similar in administration to the CT State Assessments for English Language Arts (grades 6-12).
j. The program must have an online data management system and follow all applicable FERPA laws, COPPA, and CT Data Privacy Pledge.
k. The vendor must provide access to a knowledgeable technical support team to remedy program issues (within 48 hours).
l. Highlight the program's alignment to and/or inclusion of the requirements noted above.
m. Include 2 hard copies of all materials for each grade level (6-12) and online demo licenses for each grade (6-12) to preview content.

2. Materials Table. Quantity of student and teacher materials needed is as follows (subject to location update):

| Student & Teacher Materials | Total |
|---|---|
| **6th Grade Students** | **1500** |
| **6th Grade Teacher Materials** | **65** |
| **7th Grade Students** | **1500** |
| **7th Grade Teacher Materials** | **65** |
| **8th Grade Students** | **1500** |
| **8th Grade Teacher Materials** | **65** |
| **9th Grade Students** | **1700** |
| **9th Grade Teacher Materials** | **66** |
| **10th Grade Students** | **1850** |
| **10th Grade Teacher Materials** | **66** |
| **11th Grade Students** | **1700** |
| **11th Grade Teacher Materials** | **66** |
| **12th Grade Students** | **1600** |
| **12th Grade Teacher Materials** | **66** |

3. Delivery is required by May 15, 2024. Notification of delivery must be made at least 5 days in advance of delivery with tracking information.

## D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2024 - June 30, 2028 with one (1) two-year option to extend until June 30, 2030.

## 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 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 January 8, 2024**. 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 January 11, 2024, 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 Secondary English & Language Arts.

## 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 (clearly identified as such) and **(3*)*** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on January 18, 2024. 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:

      1. Organization name and the name, title, address and telephone number of a responsible contact person.

      2. Nature of services provided and dates services started and actually completed.

      3. 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.

      4. 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".

The Cost Proposal must also detail the following:

A. Shipping cost to individual school sites
B. Pricing for grades 6-8 and 9-12 (6-12 if applicable), including per person print and online materials including but not limited to texts, workbooks, teacher editions, and assessments as well as professional development (in person and virtual options) for a period of four years (July 1, 2024-June 30, 2028) with an option for a two-year extension (July 1, 2028-June 2030).
    i. Pricing should include any necessary consumables for each grade.
    ii. Pricing should also be itemized by grade level and professional development.
C. Bundle pricing as available for the quantities listed in Section C.2: Materials Table.

*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 (NOT APPLICABLE)

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

## 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 (NOT APPLICABLE)

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.

**END OF SECTION**

# Attachment A Documents

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

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

## I. Outstanding Purchase Orders of Contracts with the City

### A. Contracts

**No Contracts with the City** ☐

(Service or Commodity Covered by Contract)

(Term of Contract)

---

(Service or Commodity Covered by Contract)

(Term of Contract)

---

(Service or Commodity Covered by Contract)

(Term of Contract)

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

**B. Purchase Order(s).**

**No Purchase Order(s) with the City** ☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

## II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

---

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

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

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

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

I have read and agree to the above certification.

_____
(Name of Company, if applicable)

_____ _____
Signature of Individual (or Authorized Signatory) Date

_____
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

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

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

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

Print Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of_____

SS.:_____

County of_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| Organization Name | Address | Type of Ownership |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

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

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

| Name | Title | DOB | Stock % |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

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

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

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

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

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

**For Partnership/Sole Proprietor**

In presence of:

_____ _____

Witness Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____ )

) SS

County of _____ )

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

**For Corporation**

_____ _____
Witness Name of Corporate Signatory

_____
Address of Business

Affix
Corporate
Seal

By:_____
Name of Authorized Corporate Officer

Its:_____
Title

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

State of _____ )

) SS

County of _____ )

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

# CORPORATE RESOLUTION

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

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

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

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

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

_____
Secretary

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

# LIMITED LIABILTY COMPANY RESOLUTION

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

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

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

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

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

_____
Manager/Member

.

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

# Attachment B Document

- SAMPLE CONTRACT

# PROFESSIONAL SERVICES AGREEMENT
# RFP No. 7951
# for
# ENGLISH/LANGUAGE ARTS CORE PROGRAMS FOR GRADES 6-8 and 9-12
# between
# The City of Waterbury, Connecticut
# and
# _____

**THIS AGREEMENT** (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and ____ (the "Consultant"), located at **____**, a State of ____ duly registered domestic corporation/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. 7951** for English/Language Arts Core Programs for Grades 6-8 and 9-12; and

**WHEREAS,** the City selected the Consultant to perform services regarding **RFP No. 7951**; 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 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 English/Language Arts Core Programs for Grades 6-8 and 9-12 that include lessons, resources, and assessments aligned with the Common Core Connecticut State Standards in English/Language Arts, 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 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** Addendums to RFP No. 7951, dated _____, consisting of _____ pages, attached hereto;
**1.1.2** RFP No. 7951, consisting of ____ pages, attached hereto;
**1.1.3** Consultant's Response to RFP No. 7951, consisting of ____ pages, attached hereto;
**1.1.4** Consultant's Cost Proposal, dated ____, consisting of __ pages, attached hereto;
**1.1.5** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
**1.1.6** City Contract Compliance Documents, incorporated herein by reference;
**1.1.7** Certificates of Insurance, incorporated herein by reference;
**1.1.8** Licenses, incorporated herein by reference;
**1.1.9** 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 and all Amendments and Change Orders, issued by the City after execution of this Contract
**1.2.3** This Contract
**1.2.4** Consultant's Cost Proposal
**1.2.5** Any Addendums to RFP No. 7951
**1.2.6** RFP No. 7951
**1.2.7** Consultant's Response to RFP No. 7951

**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

SAMPLE

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 Consultant 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. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

**2.4. Criminal Background Check and DCF Registry Check.** The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with Students while providing services 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. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

**3. Responsibilities of the Consultant.** All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in

SAMPLE

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

SAMPLE

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

SAMPLE

progress or performance of the Work;

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

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

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.

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

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

SAMPLE

accordance with industry standards/practices/protocols.

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

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

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

**3.9.5** The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

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

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

**3.9.9** 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.

SAMPLE

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

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

**3.10.2** 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.

**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.** This Contract shall commence on July 1, 2024 and shall terminate on June 30, 2028 (the "Initial Term"), unless this Contract is extended by an Option Period as defined in Section 5.1 of this Contract, or it is earlier terminated by the Parties. Consultant shall complete all work and services required under this Contract during the Initial Term and any exercised Option Period (collectively, "Contract Time").

**5.1. Option Period.** The City, in its sole discretion, shall have the option to extend this Contract for up to one (1) additional two (2) year term (the "Option Period") upon reasonable notice to the Consultant and upon the same terms and conditions.

SAMPLE

**5.1.1 Option Period 1:** July 1, 2028 through June 30, 2030.

**5.2.** Time is and shall be of the essence for all Project milestones and the 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 ____ **DOLLARS and ____ CENTS ($__)** and shall be in accordance with Consultant's proposal, dated ___.

**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. 7851** 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

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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

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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

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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** General Aggregate
**$ 2,000,000.00** Products/Completed Operations Aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance:**
**$ 1,000,000.00** 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"):
**$ 1,000,000.00** EL Each Accident
**$ 1,000,000.00** EL Disease Each Employee
**$ 1,000,000.00** EL Disease Policy Limit
Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

**9.4.4 Excess/Umbrella Liability:**
**$ 1,000,000.00** Per Occurrence
**$ 1,000,000.00** Aggregate

**9.4.5 Professional Liability/E&O:**
**$ 1,000,000.00** Per Wrongful Act
**$ 1,000,000.00** Aggregate

**9.5. Failure to Maintain Insurance.** In the event the Consultant fails to maintain the

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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 basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of the Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**10. Conformance with Federal, State and Other Jurisdictional Requirements.**

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

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**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.

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**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.

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**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

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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

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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.

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**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

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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

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**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. 7951** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7951.**

**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 principles 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

SAMPLE

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: _____
_____
_____

City: City of Waterbury
Board 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

SAMPLE

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 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

SAMPLE

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.

SAMPLE

**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)**

SAMPLE

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

| **WITNESSES:** | **CITY OF WATERBURY** |
|---|---|
| Sign:_____ | By:_____ |
| Printed name: | Paul K. Pernerewski Jr., *Mayor* |
| Sign:_____ | Date: _____ |
| Printed name: | |

| **WITNESSES:** | **CONSULTANT** |
|---|---|
| Sign:_____ | By: [DO NOT SIGN – SAMPLE] |
| Printed name: | [SIGNATORY, *Title*] |
| Sign:_____ | Date: [DO NOT SIGN – SAMPLE] |
| Printed name: | |

SAMPLE

## ATTACHMENT A

1. Addendums to RFP No. 7951, dated _____, consisting of _____ pages, attached hereto;
2. RFP No. 7951, consisting of ____ pages, attached hereto;
3. Consultant's Response to RFP No. 7951, consisting of ____ pages, attached hereto;
4. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
5. City Contract Compliance Documents, incorporated by reference;
6. Certificates of Insurance, incorporated by reference;
7. Licenses, incorporated by reference;
8. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated by reference;

SAMPLE

# Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

# ATTACHMENT C

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

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

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

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

1 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

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

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

_____ _____

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

_____

Corporate Officer
(if applicable)

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

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)
_____
_____
Phone: _____
Email:_____
Date: _____

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

# Attachment D Document

- INSURANCE REQUIREMENTS

**Attachment D**

**REQUEST FOR PROPOSAL**

**BY**

**THE CITY OF WATERBURY**

**EDUCATION**

**English/Language Arts Core Programs for Grades 6-8 & 9-12**

**RFP# 7951**

## 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 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 coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.**

| | |
|---|---|
| **General Liability:** | **$1,000,000 each Occurrence**<br>**$2,000,000 General Aggregate**<br>**$2,000,000 Products/ Completed Operations Aggregate** |
| **Auto Liability:** | **$1,000,000 Combined Single Limit each Accident**<br>**Any Auto, All Owned and Hired Autos** |
| **Workers Compensation:** | **WC Statutory Limits**<br>**Employer Liability (EL)**<br>**$1,000,000 EL each Accident**<br>**$1,000,000 EL Disease each Employee**<br>**$1,000,000 EL Disease Policy Limits** |
| **Excess/Umbrella Liability:** | **$1,000,000 each Occurrence**<br>**$1,000,000 Aggregate** |
| **Professional Liability/E&O:** | **$1,000,000 each Wrongful Act**<br>**$1,000,000 Aggregate** |

**Wording for Additional Insured Endorsement and Waiver of Subrogation:**

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

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

# ADDENDUM #1

**January 8, 2024**

**RFP 7951 English/Language Arts Core Program for Grades 6-8 & 9-12**

**Please refer to the questions and answers below.**

**Question:** Should samples be sent to the 235 Grand St. address?
**Answer:** Yes. However, the proposal should not be mixed in with the samples. All boxes must be clearly marked with contents.

**Question:** Are the samples due at the same time the submissions are due?
**Answer:** Yes.

**Question:** What is the current ELA Curriculum? Is it a 6-8 or 6-12 program?
**Answer:** We are currently using StudySync for 6-8 and SpringBoard for 9-12.

**Question:** Is there priority given to 6-12 programs?
**Answer:** No.

**Question:** In the Scope of services section it says, "l. Highlight the program's alignment to and/or inclusion of the requirements noted above." Can you be more specific about which requirements this refers to?
**Answer:** The Program Requirements listed immediately above (Scope of Services, 1.a- 1.k).

**Question:** Are you looking for a biliteracy option? How much of a priority are Spanish materials as opposed to multilingual support?
**Answer:** We are looking for as much multilingual learner support as possible. Our students speak over 50 different languages, but Spanish, Portuguese and Albanian are the largest groups. Any additional materials that will help an English teacher deliver grade-level content to these students is a bonus.

**Thank you.**
**Maureen McCauley**
**Assistant Director of Purchasing – City of Waterbury**



235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

**ADDENDUM #2**

**January 10, 2024**

**RFP 7951 English/Language Arts Core Program for Grades 6-8 & 9-12**

**Please refer to the question and answer below.**

**Question:** Is this the right bid for supplemental curriculum products?
**Answer:** If a company specializes in a particular component of a comprehensive ELA program (explicit writing instruction, vocabulary, novel studies), that company may submit materials for consideration.

**Thank you.**
**Maureen McCauley**
**Assistant Director of Purchasing – City of Waterbury**



235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

SAVVAS
LEARNING COMPANY



# City of Waterbury Department of Education

English/Language Arts Core Programs for Grades 6-8 & 9-12

RFP# 7951

## TECHNICAL COPY

Due - January 18, 2024

ATTN: Kevin McCaffery, Director of Purchasing
City of Waterbury Department of Education
235 Grand St. Room 103
Waterbury, CT 06702

**Savvas Learning Company LLC**
15 East Midland Ave., Suite 502
Paramus, NJ 07652

www.Savvas.com

January 18, 2024

Kevin McCaffery, Director of Purchasing
City of Waterbury Department of Education
235 Grand St Room 103
Waterbury, CT 06702

**RE: Request for Proposal: RFP #7951 English/Language Arts Core Program Grades 6-8 and 9-12**

Dear Mr McCaffery,

Savvas Learning Company LLC understands that the City of Waterbury, Department of Education (hereinafter "City"), is seeking one or more vendors to provide a comprehensive English Language Arts Program for Grades 6-8 and 9-12 that includes lessons, resources, and assessments aligned with the Common Core CT State Standards in English/Language Arts. To support you in this effort, Savvas offers the following solutions.

- ***myPerspectives*** **® English Language Arts ©2025** *(myPerspectives),* comprehensive core English language arts (ELA) program. *myPerspectives* is research-based and provides robust, student-centered instruction in all critical ELA skills, including reading, writing, speaking, and listening, to prepare students for success on high-stakes assessments, and, more importantly, teach them how to become effective communicators in school and beyond. We are transitioning from the current edition of *myPerspectives* to a new edition that will be available for implementation in fall 2024. Our new edition includes many significant enhancements, including new inline support for reading strategies, vocabulary acquisition, comprehension checks, and more. The Teacher's Edition has been updated to include more flexible, customizable support so teachers have the tools they need to support all learners.
- ***iLit20*** is a supplemental digital reading program for students in grades 6 and up intended to accelerate literacy skills for all students who need to build reading stamina and confidence. *iLit20* complements and supplements existing secondary ELA instruction with supplemental reading opportunities and summary writing exercises.

Savvas is a recognized leader and innovator in K–12 education. We empower teachers with effective instructional resources and engage students with high-quality, personalized content spanning all grade levels and disciplines. Our research-based, classroom-tested programs use adaptive learning practices and interactive technology to provide real-world learning experiences that foster student engagement.

SAVVAS
LEARNING COMPANY

At Savvas, we are committed to culturally responsive learning, and we recognize the rich diversity of your educational landscape. With our long-time experience working with such urban districts, we believe our solutions and implementation strategies will serve you well.  We appreciate the time you will take in reviewing our proposal, and we look forward to discussing our solutions with you. For more information, please contact me directly using the details below.

Yours sincerely,



**Greer Morgan**
Account Manager
T: 203.970.9587 E: greer.morgan@savvas.com

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NEXT GENERATION

LEARNING



SAVVAS LEARNING COMPANY

# Proposer Information

***Requirement***

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

***Response***

## Savvas Learning Company LLC

Savvas Learning Company LLC, a limited liability company, became a fully independent company in spring 2020 following a sale of the Pearson Education Learning Services business unit to Nexus Capital Management, which closed on March 29, 2019.
Savvas Learning Company LLC (Savvas) provides research-based print and digital programs to help students of all ages learn at their own pace, in their own way. We offer education solutions backed by experience, data, service, and a commitment to improving outcomes for educators and students.

With schools in all 50 states using at least one of our solutions, Savvas is considered the nation's leading education company, a status we have maintained for more than 50 years (formerly as the K-12 division of another education provider). From preschool to high school, our curriculum materials and multimedia learning tools help to educate millions of students in the US and throughout the world.

Within the past 100 years, we have worked with educators to teach and train more than 130 million students. We engage today's learners with effective and personalized learning, and we support their teachers with research-based training in professional learning. We strive to help schools, teachers, and students flourish and make progress in their lives through learning. The following items outline our contributions to education:

- **Textbooks Educating Millions.** Hundreds of millions of students worldwide use our textbooks, including Scott Foresman, Prentice Hall, Addison-Wesley, Allyn and Bacon, Benjamin Cummings, and Longman imprints. One in three US school children studies English and math with a Scott Foresman or Prentice Hall textbook.

- **A Leader in Digital Solutions.** Schools and districts place their trust in our high-quality instructional curricula to improve student achievement. We currently serve more than 4,000 contracts for digital curriculum programs. Using our systems, students receive personalized learning services and delivery of instruction in a manner that enables them to learn at their own pace.
- **Professional Learning Services.** Students benefit most when confident, thoroughly prepared teachers deliver proven curricula. We have provided an extensive portfolio of professional learning services for more than 25 years, including professional learning for Savvas programs, content area-specific services, and job embedded support focused on school transformation.

Our customers benefit from the experience and knowledge we have gained from serving students and educators worldwide. Our core mission is to help schools, teachers, and students flourish and make progress in their lives through learning. We demonstrate our mission through continued development of innovative print and digital education materials, professional learning, student information systems and digital learning platforms, educator development, and career certification programs.

- **Savvas Main Office Address**
  15 East Midland Ave.
  Suite 502
  Paramus, NJ 07652
- **Savvas Email Address**
  www.savvas.com
- **Savvas Fax Number**

  Fax: 224.326.4645

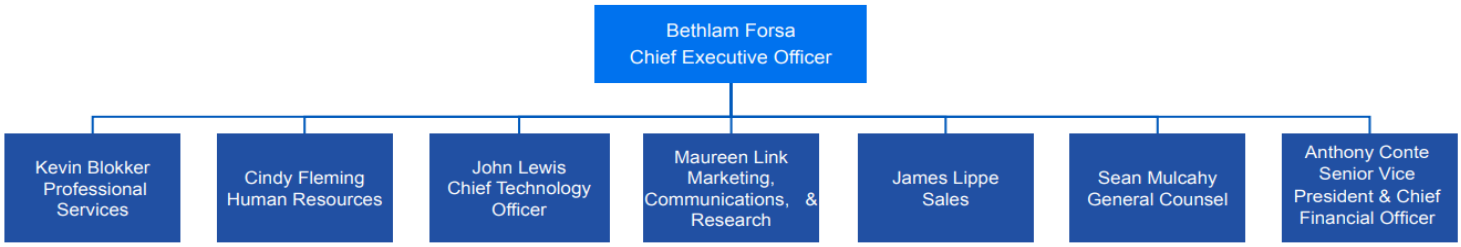
Please see the subsequent pages for information on principal members of our organization



SAVVAS LEARNING COMPANY

# Organization Chart

## Savvas Management Structure



NEXT GENERATION

LEARNING



SAVVAS LEARNING COMPANY

# Experience, Expertise, and Capabilities

## *Requirement*

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.

## *Response*

Savvas Learning Company LLC (Savvas) provides research-based print and digital programs to help students of all ages learn at their own pace, in their own way. We offer education solutions backed by experience, data, service, and a commitment to improving outcomes for educators and students.

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Savvas proudly carries on a longstanding tradition of innovation and leadership in K-12 education. We provide the highest-quality content and engaging digital experiences so that students can maximize their learning in school or at home. As the world's leading learning company, we can help make a difference. You can count on digital learning products that draw on our rich publishing experience. Our solutions range from individual online courses to complete personalized learning systems comprising technical infrastructure, professional development services, and digital curricula. Hundreds of US districts and schools use at least one of our digital curriculum, instructional management, and financial products.

Your students will benefit from years of Savvas experience in assisting schools and districts with high poverty, linguistic minorities, and special education populations. Developed with input from the education community, our solutions support schools and districts in helping students reach their full academic potential. This is accomplished through adaptive technology learning solutions that provide students with on-target instruction and differentiation to address their unique needs. Savvas solutions include components aimed at remediation, and many products are offered in Spanish.

Our multimedia educational products combine traditional print content with interactive audio features, animation, tutorials, games, and videos. Districts can adapt our products for different learning styles, instructional levels, and alternate languages. To deliver products that are effective and easy to use, we actively engage students and teachers during the development process and conduct extensive usability testing to better address the needs of the people who use our systems.

Within the past 100 years, we have worked with educators to teach and train more than 130 million students. We engage today's learners with effective and personalized learning, and we support their teachers with research-based training in professional learning. We strive to help schools, teachers, and students flourish and make progress in their lives through learning. The following items outline our contributions to education:

- **Textbooks Educating Millions.** Hundreds of millions of students worldwide use our textbooks, including Scott Foresman, Prentice Hall, Addison-Wesley, Allyn and Bacon, Benjamin Cummings, and Longman imprints. One in three US school children studies English and math with a Scott Foresman or Prentice Hall textbook.
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- **Professional Learning Services.** Students benefit most when confident, thoroughly prepared teachers deliver proven curricula. We have provided an extensive portfolio of professional learning services for more than 25 years, including professional learning for Savvas programs, content area-specific services, and job embedded support focused on school transformation.

Our customers benefit from the experience and knowledge we have gained from serving students and educators worldwide. Our core mission is to help schools, teachers, and students flourish and make progress in their lives through learning. We demonstrate our mission through continued development of innovative print and digital education materials, professional learning, student information systems and digital learning platforms, educator development, and career certification programs.

### *Requirement*

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.

### *Response*

# Savvas Learning Company LLC

Savvas Learning Company LLC, a limited liability company, became a fully independent company in spring 2020 following a sale of the Pearson Education Learning Services business unit to Nexus Capital Management, which closed on March 29, 2019.

- **Savvas Main Office Address**
  15 East Midland Ave.
  Suite 502
  Paramus, NJ 07652
- **Savvas Email Address**
  www.savvas.com
- **Savvas Fax Number**

  Fax: 224.326.4645
- **Principal Contact Person**

  **Greer Morgan**
  Account Manager
  **T:** 203.970.9587
  **E**: greer.morgan@savvas.com

### *Requirement*

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.

### *Response*

Please see our references provided in response to the references question below.

### *Requirement*

3. 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.

4. 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.

### *Response*

Savvas is a privately held education company. Customer information, such as demanded above, is proprietary and highly confidential and not typically shared with third parties; therefore, we have omitted this type of customer information from our response.

If selected as a finalist, Savvas may share the requested list to a District-designated individual to whom this confidential information can be provided under separate cover and subject to reasonable assurances of confidentiality.

### *Requirement*

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.

### *Response*

# Key Staff and Resumes for the City

Each member of the Savvas team brings formal degrees in education with subject expertise, extensive classroom and adult teaching experience, a strong knowledge of the research around education, and experience working with diverse student and teacher populations with a range of background needs and expertise. Our education consultants and education specialists include former educators and administrators with proven experience in K–12 education who strive to evaluate customer needs, customize materials, develop relationships, and implement high- quality professional development experiences both face-to-face and online. Our proposed specialists have experience assisting customers in implementing the services described in this proposal.

Savvas personnel selected for City have the qualifications and a track record of strong results on projects with similar scopes, sizes, and functions. Savvas consultants are well-versed in training methodologies for adults. In fact, our professional development services are grounded in adult learner theory, meaning our consultants must know and exhibit effective teaching or leadership skills for participants of all ages and backgrounds, from pre-school to adult graduate level students. Some of our consultants have prior experience in college or university settings.

Savvas education consultants are diverse individuals who will bring a variety of skills, talents, and knowledge to their work with City educators to improve students' academic progress, sustain professional growth for its educators, and help build internal capacity. Because our education consultants are former educators and regularly interact with diverse school environments, they know and understand the schooling process on a deep level. Our highly skilled experts help participants understand how to apply research-based strategies to meet district goals and initiatives.

We make every effort to locate field staff close to the schools they work with, either through local recruitment or through relocation. Our deep bench of experienced staff members makes it possible for us to assign them to projects to provide for rapid start-up and to also provide back-up field staff as the need arises. Before hiring, all staff names are submitted through E-Verify to confirm legal work status. All people representing our organization who will have direct contact with students will comply with fingerprinting and security clearance requirements by the City.

The following individuals may serve as the key personnel for this effort. In some cases, including situations beyond our control, a named staff member may be unavailable at the time of program implementation. In such cases, we will provide another staff member with comparable experience or qualifications to fill the position described.

| Savvas Lead Personnel | | |
|---|---|---|
| **Name** | **Title** | **Contact Information** |
| Greer Morgan | Account Manager | Greer.Morgan@Savvas.com |
| Allison Ross | Curriculum Specialist | Allison.Ross@Savvas.com |
| Becky DeWint | Education Consultant | Becky.DeWint@Savvas.com |

We offer the following resumes on the subsequent pages for your consideration. These resumes are representative of the caliber of consultants with which we staff our professional learning engagements.

# Greer Morgan

## Relevant Professional Experience

### Savvas Learning Company

#### Account Manager (2016–Present)

- Manages a sales portfolio of over 70 top level accounts in Connecticut and Rhode Island
- Provides feedback and perspectives on the company's products and initiatives, grows ideas and strategies to improve customer relations and sales in my territory, and develops people management and leadership skills for growth and succession planning in the company
- Representative for Account Managers on the sales department's steering committee

### North East Independent School District, San Antonio, TX

#### Grade 2 Teacher (2015–2016)

- Was responsible for the planning and implementation of standards-based lessons, schedule, and management of a grade 2 class
- Assessed students through a variety of methods and collaborated with other classroom teachers and content area coaches to meet students' needs
- Attended multiple professional development workshops to stay current on the best practices in education

#### Children's Creative Learning Center Enrichment Teacher (2014)

- Created a differentiated curriculum that focused on working with students one-on-one and in small groups and included input from parents
- Planned a math workshop for parents to attend during school hours to learn standards-based math games they could play with their children at home

## Education

- M.Ed. University of Alabama at Birmingham
- BA, History and African American Studies, University of Kansas

# Allison Ross

## Relevant Professional Experience

### Savvas Learning Company

#### Curriculum Specialist (2021–Present)

- Certified Specialist in *my*Perspectives, Project Imagine, iLit, and *Three Cheers for Pre-K!*
- Conducts training on integrating company's software and products in reading, literacy, and humanities programs
- Provides product support for identified campuses and districts
- Provides training and support to districts to ensure an effective implementation of software products
- Creates customized workshops or presentations based on district/campus needs

### Tomball Independent School District, TX

#### Grade 7 English Language Arts Teacher (2019–2021)

- Created and implemented instructional material for team members and students including system implementation and coaching throughout virtual learning
- Maintained professional correspondence with students and parents and provided correspondence materials to team members
- Learned and implemented new Learning Management Software to engage students in active learning while socially distant and create ease of use to enhance student understanding and skill
- National Junior Honor Society Campus Sponsor, 2020–2021

### Cypress-Fairbanks Independent School District, TX

#### Implementation Consultant, Southwest Region (2016–2019)

- Created and implemented instructional material for team members and students
- Assisted team members in collecting and analyzing student data to adjust instruction and drive academic success
- Designed and conducted training workshops on integrating technology in the classroom, specifically the integration of Google Suite

## College Station Independent School District, TX

### Substitute Teacher (2015–2016)

# Education

- BS, Interdisciplinary Studies, Texas A&M University

# Professional Certifications

- *myPerspectives*
- Project Imagine
- *iLit*
- *Three Cheers for Pre-K!*

# Becky DeWint, M.Ed.

## Relevant Professional Experience

### Savvas

#### Educational Consultant (2010–Present)

- Provide support for teachers in all phases of implementation of On-Grade-Level & Intervention curriculum.
- Develop and deliver district-wide training and professional development.
- Develop Blueprint and Customer Insight Reports to support trainings/JES
- Maintain open communication between all staff/personnel involved in scope of work.
- Model lessons; participate in collaborative planning and coaching sessions.
- Deliver CCSS, Literacy (On-Grade Level/Intervention), and Writing Aviator professional development.
- Deliver Scope of Work for each contract for which services are delivered as requested.
- Collaborate and Plan with colleagues for training as assigned.
- Establish and develop relationships with new teachers and principals in the project in order to establish trust.
- Use Cognitive coaching with teachers and principals in order to move forward with implementation.
- Provide professional development for teachers using the America's Choice curriculum.
- Create agendas, with Leadership Team, for subsequent visits in order to deliver "next steps".
- Complete National College Certification in Literacy, April 2011.

### Wichita Public School District USD259, Wichita, KS

#### Language Arts MS Curriculum Coordinator Wichita Public Schools, Wichita, KS (2005-2010)

- Supported all non-title schools with RAMP-UP implementation
- Used Developmental Reading Assessment (DRA) for deeper evaluation of students
- Attended all RAMP UP; On-Grade Level; Literacy Navigator Trainings as provided by America's Choice Cluster Leader
- Provided appropriate professional development as requested by schools.
- Facilitated ELA team in creating pacing guides, assessments, and enduring understandings.
- Supported 230+ teachers four days a week through observations, learning walks, co planning, co teaching, coaching as needed at the request of teacher or administrator.
- Attended weekly meetings with the Director of Curriculum and discussed events, questions, concerns, etc.

- Attended weekly meetings of all Instructional Facilitators, Learning Coaches, Curriculum Coaches in new learning of engaging activities (KAGAN), new best practices through current research etc.
- Helped teachers work with and align state standards and district curriculum.
- Facilitated and created professional development as requested by instructional coaches or learning coaches.
- Facilitated new textbook adoption, pilot, and training for all MS LA teachers.
- Communicated with all teachers and administrators when appropriate.
- Helped teachers placed on plan of assistance.
- Facilitated Shared Inquiry Coaches' meetings and training in order to help teachers learn and implement the Shared Inquiry process by using Junior Great Books.
- Other duties, as assigned.

## Teacher/Gifted Facilitator (1979-2005), Texas, Louisiana, Kansas

### Teacher/Gifted Facilitator (1979-2005)

- Planned Instruction
- Compliant with IEPs/Caseload
- Differentiated Instruction to meet goals and objectives for individual students according to IEP
- Collaborated with Colleagues for planning and PLC
- Taught Literacy and Business courses at various schools from 1979-2005 to K-12 students.

# Education

- M.Ed., Curriculum & Instruction, Wichita State University
- Reading Specialist, Wichita State University
- Gifted Certification, Wichita State University
- BBA Degree, Baylor University

# Professional Certifications

- Teaching Certification State of Texas for Life
- Reading Specialist Life
- Gifted Certification Life

# Linda An, MT

## Relevant Professional Experience

### Savvas Learning Company

#### Curriculum Specialist (2021–Present)

- Develops and maintains ongoing relationships with school, state, regional or district decision makers in the assigned region and share expertise in company offerings, pedagogy, and the competitive environment
- Contributes to the achievement of revenue targets as a team in the assigned sales region
- Delivers winning presentations for each sales cycle to include the six customer touch points: exhibits and conferences, pre-work and issue setting workshops, meetings and campaigns, pilots, sales presentations, and program activation
- Collaborates with team members and all departments including sales, services, and operations to escalate and address customer satisfaction issues to ensure customer success

### Little Lights Urban Ministries, Washington, DC

#### Program Coordinator (2019–2021)

- Oversaw student programs at an award-winning non-profit in Washington, DC to that empowered underserved youth and families in public housing communities, weekly managing Pre-K–8 students
- Managed/supervised a team of program assistants, tutors, and volunteers including training, weekly communication, and task delegation to support students with completing school assignments and receiving differentiated reading and math lessons
- Coordinated one-to-one online tutoring sessions on Zoom for students 4-5 times a week
- Created and improved individualized, differentiated lesson plans weekly from Pre-K to high school students in subjects like math, reading, science, social studies, personal finance, and coding
- Managed and advised high school students to improve their school GPA an average of 150% by teaching, motivating, and managing conflict with diverse parent and student personalities
- Enabled virtual school attendance and personalized tutoring by setting up, formatting, and distributing laptops and tablets; supported and managed all device troubleshooting

## Seoul Foreign School, South Korea

### Teacher, Service Committee Representative (2014–2018)

- Taught in first and fifth-grade classrooms; collaborated weekly with grade-level teams to measure student progress and develop practices to support student success
- Increased productivity and met technology standards through the integration of one-to-one IOS laptop learning and Google Suite in the classroom
- Successfully implemented double the recommended International Baccalaureate Primary Years Programme units of inquiry during the first year; designed a classroom environment for inquiry-based learning
- Designed the first 5th-grade exhibition where 100% of students successfully researched, documented, and presented their understanding of a real-life issue through writing, artistic and verbal representation
- Selected as the service committee representative for the elementary school
- Developed budgets, provided timeline specifications, decided on designs and ensured delivery of the final product
- Represented the first-grade team to collaborate with leaders to implement schoolwide decisions on innovative programs and make adjustments based on teacher feedback

## Shanghai American School, China

### Teacher (2011–2014)

- Designed and implemented project-based learning for first graders; collaborated with grade-level teams to build cross-curricular connections for material to be more relevant for students
- Collaborated with teachers and school-wide leaders on a Math Masters' Committee; took part in additional, high-level training in the use of the curriculum
- Selected by the Math Masters' Committee to present how to use math technology effectively to a group of international teachers

# Education

- MT, Elementary Education, University of Virginia
- BA, Economics, University of Virginia

### *Requirement*

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.

### *Response*

We have no conflict of interest to disclose.

NEXT GENERATION

LEARNING



SAVVAS LEARNING COMPANY

# Statement of Qualifications and Work Plan

## *Requirement*

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.

## *Response*

Savvas Learning Company LLC provides research-based print and digital programs to help students of all ages learn at their own pace, in their own way.

Working alongside educators for more than 100 years, Savvas has helped educate more than 130 million students worldwide. From pre-school to high school, early learning to professional certification, our textbooks, multimedia learning tools, and testing programs are implemented worldwide—more than any other private enterprise.

Developed in partnership with the education community, our curriculum products and professional services help schools focus their attention on helping students unlock their full potential. This is accomplished through the following:

- Technology-delivered adaptive learning solutions which provide teachers with the curriculum instruction that addresses students' unique needs
- Core and supplemental resources that empower students to learn and give teachers the tools to prepare students to succeed
- Results-based software and assessment tools that help educators manage and monitor students' progress
- Comprehensive student management tools focused on the reporting requirements of the district
- Professional development that is designed to confirm teachers have a solid working knowledge and understanding of research-based instructional strategies, to deepen content knowledge, and to understand how students learn

The imprints of our company embody a rich educational and literary heritage stretching back to Thomas Longman's first book publication in 1725 (typeset by Benjamin Franklin). Scott Foresman, dating back to 1889, taught generations of Americans to read with the first Dick,

Jane, and Spot stories. Today, one in three US school children studies English and Math with a Scott Foresman or Prentice Hall textbook.

Savvas places a strong emphasis on building long-term relationships. Customers large and small benefit from the experience and knowledge we have gained from serving educators and students worldwide. Much of our success is a result of a long-standing commitment to

developing professional development workshops that incorporate current content research, best instructional practices, and recommended content standards. We are committed to providing the necessary resources and services to achieve our customers' goals and deliver quality instructional materials. See end of this section for resumes of management and key personnel assigned to the support and professional development services for the City of Waterbury (City).

# Meeting City Requirements

We have the capacity, staff capability, and financial stability to meet the requirements of the City request for professional development that focuses on supporting teachers in scaffolding content instruction for all students, with an emphasis on implementing culturally responsive pedagogy through differentiated instruction and assessment. No other education solutions provider has our experience, range of programs, and long history of delivering quality, innovative products and services.

## Our Work with School Districts Nationwide

For more than five decades, we have provided products, services, and support for school districts nationwide—including print and digital education materials for pre-kindergarten through professional learning, student information systems and learning management systems, teacher development, and career certification programs.

Our customers include some of the nation's largest school districts:

- Illinois—Chicago Public Schools
- Maryland—Baltimore Public Schools
- Massachusetts—Boston Public Schools
- Missouri—Kansas City Public Schools
- New York City Department of Education
- Texas—Houston Independent School District
- Texas—San Antonio Independent School District
- Virginia—Chesterfield County Public Schools
- Virginia—Fairfax County Public Schools
- Wisconsin—Milwaukee Public Schools

## Research-Based Programs for Proven Results

City can be confident in our instructional materials and services. Developed for quality, efficacy, and usability, our programs are based on research and proven classroom results. Our primary differentiator from other vendors is our research base and relationships with national and international thought leaders. We collaborate with regional education laboratories, universities, and private research companies to independently evaluate the effectiveness and usability of our curricula and professional services.

We place a strong emphasis on building long-term relationships with the customers we serve. Much of our success is the result of a long-standing commitment to developing print and digital instructional materials that incorporate current content research, best instructional practices, and recommended content standards. Through our products, services, and partnerships, we aim to make a measurable difference in learning outcomes for students, their families and communities, and the educators who serve them.

## Staff Qualifications

A key point of contact for City throughout implementation of this bid will be your Account Executive, Greer Morgan. In addition, our certified curriculum specialists and education consultants facilitate professional learning, onsite coaching, and consultative assistance to staff, administrators, and teachers.

Our field personnel have years of successful, hands-on experience in improving practice through professional learning, the establishment of school-based professional learning communities, mentoring teachers, and modeling best practices. Our staff is united by a commitment to high quality professional learning to support and sustain improved student outcomes.

Our consultants are comprised of former educators and administrators with proven experience in the grades K–12 education arena. Each member of the team brings a graduate degree or higher in education with a focus on their program area, extensive classroom and adult teaching experience, and a strong knowledge of the research around education. Consultants are strategically selected, trained in content and adult learning strategies, and supported in interactive facilitation skills throughout their work.

Staff members are expected to engage in continuing professional development and training. They participate in a formal process of annual performance review that considers work performance. Staff must gain a satisfactory rating in this review to maintain their employment.

For additional information about our staff and resumes please see the Experience, Expertise and Capabilities section.

# Work Plan

***Requirement***

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

***Response***

# Product Overviews

## myPerspectives English Language Arts, New Edition




The New Edition of *myPerspectives® English Language Arts* for grades 6–12 is a research-based, comprehensive literacy solution designed to support student learning and achievement. Purposeful activities develop student ownership of learning and reflect real-world scenarios with students working in large groups, in smaller teams, and independently.

Students will develop critical literacy skills through focused instruction around reading, writing, speaking, and listening. *myPerspectives* provides a variety of engagement strategies to motivate diverse learners with active learning, digital resources, and collaboration including paired activities, discussion boards, small group work and projects, and more. As students read relevant and diverse texts, have thought provoking discussions, collaborate with their peers, and hone their communication skills, they will utilize transferable strategies and develop life-long learning habits that help them be successful wherever they go.

Available in print and digital formats, the Grades 6–12 program consists of five to six units, each featuring topic-based, multi-genre texts and *Essential Questions.* All readings and activities build to a Unit Project that allows for student choice and a Performance-Based Assessment that requires students to demonstrate their learning. Each unit incorporates a gradual release instructional model consisting of *Whole-Class Learning*, *Peer-Group Learning*, and *Independent Learning* with the role of the teacher evolving from instructor to facilitator to advisor.



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Throughout the unit students take ownership of their learning through focused instruction that develops independent reading, writing, speaking, and listening skills in the context of meaningful activities that build on each other. What sets *myPerspectives* apart is that it values the perspective of the learner, collectively and individually, and purposefully creates a space for student voice and choice where students are able to see themselves reflected in the stories and bring their own lived experiences to their learning.

From relevant texts and media to comprehensive assessments, point-of-use differentiated instruction to flexible resources, and opportunities for multimodal learning to innovative ways to engage students, *myPerspectives* is a powerful, next generation literacy program that places students at the center of learning and gives teachers the right tools and resources, research-based guidance, and autonomy to do what they do best to support each learner.

## Prepares Students for High Stakes Assessments

With *myPerspectives,* students receive practice taking assessments that are similar to the high stakes assessments they will later encounter. Tests contain questions that are similar in format to multiple-choice and extended response questions that students see on state assessments.
Additionally, the New Edition offers specific *Test Prep* assessments for students to familiarize themselves with this style of testing.

## Research Base and Efficacy

*myPerspectives* materials incorporate evidence-based approaches, strategies, and resources to help all learners access content and develop critical literacy and communication skills required for college and career readiness. This is achieved through the program's student-centered design, gradual release instructional model, relevant texts, purposeful tasks, built-in differentiated instruction and scaffolding, guidance, support, and evidence-based instruction.

A significant amount of research informed the *myPerspectives'* pedagogy, unit structure, and approaches to learning. During program development, research activities included collaborating with educators in focus groups, teacher advisory boards, performing usability testing, and gathering teacher feedback.

For details about the *myPerspectives* research base, efficacy research, and outside evaluation in general, please see the following links:

- *myPerspectives* ESSA Evaluation Brief on State Assessments: This QED report that shows how *myPerspectives* meets the "Moderate" evidence criteria for the Every Student Succeeds Act (ESSA). ESSA emphasizes four levels of evidence-based approaches that have demonstrated a statistically significant positive effect on student outcomes. The levels—strong, moderate, promising, and evidence that demonstrates a rationale—are defined by research study design.

- *myPerspectives* Summative Field Study Results: An efficacy study in 2016–2017 showed that *myPerspectives* helped students achieve statistically significant gains in reading comprehension and language use achievement on the Measure of Academic Progress (developed by Northwest Evaluation Association) after one year of implementation.
- EdReports: The previous edition of *myPerspectives* was evaluated by EdReports and received "All Green" scores, and fully meets the expectations of EdReports' alignment to Gateways 1, 2, and 3 for text quality, building knowledge, and usability criteria. The new 2025 edition is being evaluated and results will be posted in the upcoming year.
- *myPerspectives* Research Base: *myPerspectives* is founded on research and employs an evidence-based learning model. The program is designed to drive student-centered learning, foster student engagement and ownership, and facilitate the development of independent reading, writing, speaking, and listening skills by integrating the following research-based concepts, as outlined on the following page.

## Evidence-Based Learning Model

*myPerspectives* uses the following research-based methods to foster student engagement, student-centered learning, and ownership, while facilitating students' development in independent reading, writing, speaking, and listening skills:

- **Student-Centered Learning**. *myPerspectives* encourages student ownership of learning with a gradual release instructional model. Each unit is made up of whole-class, peer-group, and independent learning that helps students develop transferable skills and strategies such as critical reading, writing, speaking, and listening. Students work in real-world learning environments of large groups and smaller teams as well as independently.
- **Supporting the Role of Collaborative Educators.** Teachers receive the tools they need to support student learning while allowing students to maintain a level of choice and freedom in their literary pursuits.
- **Generative Vocabulary**. Close reading activities at the end of each selection ask students to analyze the author's craft and structure. Language development activities provide a foundation that promotes students' ability to comprehend increasingly complex texts.
- **Integrated Writing.** Text selections are accompanied by one or more writing assignments, the majority of which are text-dependent and require students to draw evidence from the text.
- **Differentiated Support.** Teachers have access to strategies and tools for differentiated instruction throughout the *myPerspectives* curriculum, including formative assessments, remediation opportunities, and reading support for each text. Support suggestions, based on the complexity of rubrics, give teachers appropriate differentiation options for all levels of learners, including English learners, below-level readers, and advanced students.

## Program Authors

*myPerspectives* is informed by a team of authors/experts whose experiences working with students and study of instructional best practices have positively impacted education. To view white papers and videos from the authorship team, go to www.Savvas.com/myPerspectives.

# iLit20 Grade 6-12

*iLit20* is a supplemental digital reading program for students in grades 6 and up that uses independent, self-guided, and leveled reading to accelerate literacy skills for all students who need to build reading stamina and confidence. *iLit20* accelerates students' literacy skills through independent self-guided and leveled reading.

Specifically designed for 20 minutes of independent reading two to five times a week, *iLit20* complements and supplements existing secondary reading and English language arts (ELA) instruction with supplemental reading opportunities and summary writing exercises.

## Independent Digital Reading Library

With more than 3,000 titles, the digital *iLit20* digital library has something for every reader, including classic literature, edgy thrillers, 200 Spanish readers, and high-interest nonfiction. With titles ranging in Lexile® levels from Beginning Reader (BR) to 1900+, all students can find age-appropriate books at their reading levels, regardless of their grade level. Students choose books that match their interest, then read, and write reviews of the books. educators will be able to use the wide range of texts in the *iLit20* digital library to align with grade-level curriculum as desired.

## Personalized Learning Options

Teachers will be able to customize the *iLit20* program for the whole class, groups of students, or individual students, targeting practice on the specific literacy skills each student needs. If students need more support in grammar, spelling, and vocabulary, teachers can assign students adaptive study plans focusing on those areas.

High school students who are reading below a fourth-grade level can automatically be assigned age-appropriate foundational skills work in their adaptive study plan. Using student performance data for each week, teachers can assign practice in phonics, word study readers, and activities to students who need support in these areas.

The GRADE assessment also personalizes instruction with the option for teachers to have age-appropriate adaptive word study work automatically assigned to students reading on or below a fourth-grade level.

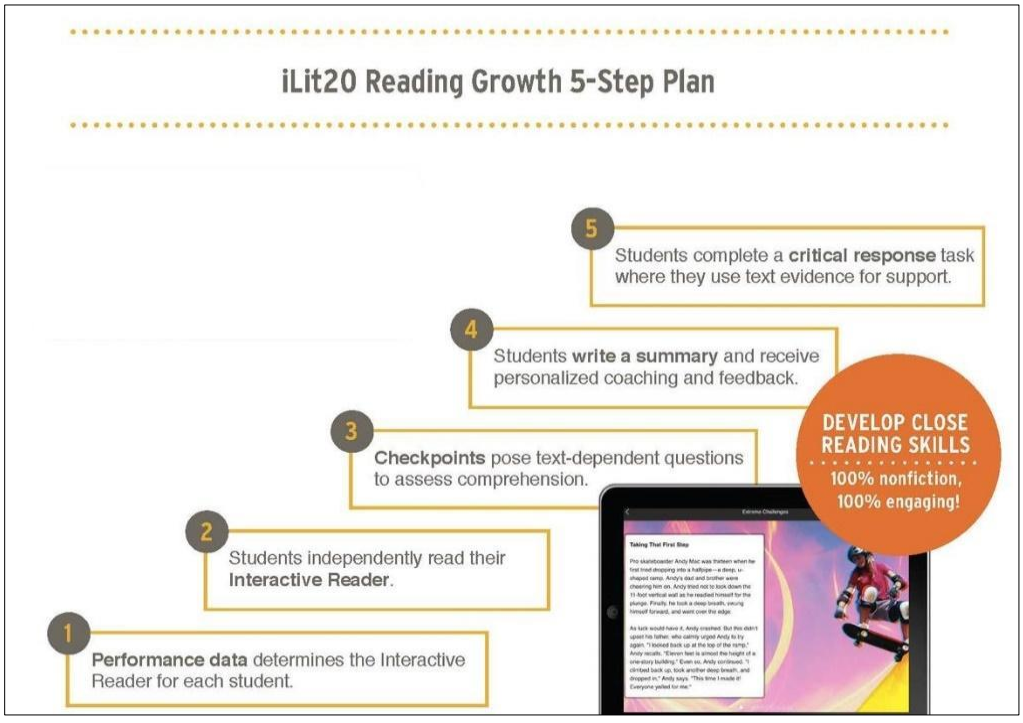
## Flexible Implementation Options

The 20-minute instructional model makes it easier for high school teachers to fit the program into their weekly instructional routines. Teachers can use *iLit20* in several ways by assigning individual student work, establishing rotation stations/centers in the classroom, or administering the program in a computer lab. *iLit20* can also be used as a before- or after-school supplemental English language arts program.

## Five-Step Plan for Reading Growth

In addition to the independent digital reading library in *iLit20*, the program also features a five-step plan to capture student performance data and build comprehension of increasingly rigorous texts. Student performance data categories include reading count, reading level, core reading skills, and foundational skills.

As students advance through the five steps, the program automatically adjusts their reading level based on their performance. This adaptive performance-based instruction automatically tracks students' reading growth, steadily increasing their capacity to read more complex text. The following figure shows how the five-step plan works.




**Capturing Performance Data.** The *iLit20* Reading Growth 5-Step Plan will help teachers determine student performance in reading.



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## Improving Vocabulary and Comprehension

Reinforcing vocabulary skills and improving comprehension through word study is a critical part of the *iLit20* program. Based on performance in the program each week, students who need varying levels of foundational skills practice—all the way down to phonological awareness—receive phonics and word study readers and activities.

# Personalized Study Plans

## Activities and Resources to Support All Students

*iLit20* includes numerous activities and resources that allow students to learn at their own pace and perform work independently. This helps meet students' varying needs while allowing them to take ownership of their learning. To support students in independent reading, the program includes the following learning aids:

- **Audio-Visual Dictionary Translation.** At any point, if a student encounters a word they do not know, they can translate the word with the audio-visual dictionary translation.
- **Visual Dictionary.** An audio-visual dictionary supports student vocabulary development.
- **Flexible Activities.** The activities in *iLit20* can address a variety of student learning needs.

## Translations for More Than 100 Languages

To meet the needs of all learners, the *iLit20* digital reading library includes translations in 102 languages (27 with audio) to offer first-language support to English learners. Please see the following figure for a list of the *iLit* library's translation languages—audio support is denoted with an asterisk.

## Program Components

### Interactive Readers

Each week, students are automatically assigned nonfiction Interactive Reader texts at each student's precise reading level, covering comprehension, summary writing, and critical response.

Interactive Reader texts extend two years in complexity over the course of a school year, challenging students to apply reading skills and strategies to increasingly complex texts. A Summary Writing exercise at the end of the Interactive Readers helps measure student comprehension and further develop students' overall literacy skills.

The Interactive Reader also provides for teacher/student bi-weekly reading checkpoints to assess reading progress.

## Assessment Types

*iLit20* assessments include those listed in the figure below, as well as ongoing, informative assessments built into the instruction.

| ***iLit20* Assessment Types** | |
|---|---|
| **Assessment Type** | **Activity** |
| **Observational** | ▪ Reading Conferencing |
| **Performance Based** | ▪ Summary Writing<br>▪ Critical Response<br>▪ Paragraph and Essay Scoring<br>▪ Projects and Performance Based |
| **Objective** | ▪ Word Study Plan<br>▪ Grammar Study Plan<br>▪ Vocabulary Study Plan<br>▪ Spelling Study Plan |
| **Normed** | ▪ GRADE™ administered at precise intervals throughout the year |

**Assessment for Student Progress.** With *iLit20,* teachers can monitor student progress toward grade-level reading proficiency.

In addition, a student's regular work in *iLit20* provides a reading level score, which is the best indicator of student progress in the program and has two components:

- Nonfiction Interactive readers (weekly)
- Student performance on reading checkpoints (bi-weekly)

# Reporting

District and school administrators and teachers using the *iLit20* program will have access to visual graphical reports on amount read, reading levels, and reading growth, along with information on student performance in key reading skills from the adaptive study plans. Through the Teacher Performance Dashboard, teachers can track student performance on foundational skills with real-time data.

### *Requirement*

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.

### *Response*

Savvas' goal is to provide innovative, research-based learning solutions that elevate the art and science of teaching and inspire students to reach their greatest potential. We welcome commitment and engagement by district and school educators in the selection process for a new curriculum.

We find it facilitates our work when a district or school has done its due diligence in terms of selecting our program. That is, for a school or district – perhaps through the creation of a committee dedicated to this task -- to have identified and evaluated why it is moving in a particular direction and whether our materials and program structure align with that vision. It is important for a school or district to define what it hopes to achieve in terms of student academic behaviors and build internal consensus about the professional learning that will best help to achieve those aims.

To this end, we recommend obtaining buy-in from potentially implementing teachers by involving them in the curriculum selection process. That is, by giving them a voice when it comes to goal creation and decision-making. The selection process may also entail reaching out to stakeholders such as parents and caregivers for their thoughts about the home-school connection, and to instructional coaches for their input on the quality and quantity of professional learning support. To have a consensus established about the value and need for the high-quality literacy instructional materials we provide, as well as the high-quality professional learning we offer to support implementation, goes a long way towards advancing a successful outcome.

# Program Requirements

***Requirement***

a. Strong alignment to the Common Core State Standards in English Language Arts for grades 6-12.

***Response***

## myPerspectives

The program is 100% aligned to the CCSS and in-depth correlations maps for each grade level can be provided upon request. CCSS correlations and lesson planners are in development and will be available spring 2024.

***Requirement***

b. Explicit instruction in sentence structure, grammar, and vocabulary.

***Response***

## myPerspectives

The program provides explicit instruction in sentence structure, grammar, and vocabulary, and all aspects of Language Comprehension to help students understand what they are reading.

- **Sentence/Language Structure** - Conventions of grade-level print, grammar, and syntax (sentence structure) are taught explicitly within the context of reading and writing. *myPerspectives* provides explicit grammar instruction, practice, and support that springboard directly from the text read so that students can apply what they've learned.
- **Grammar instruction** is integrated into every lesson to help students make meaning of texts starting with individual sentences as they read and communicate their ideas. *Language Development* activities after each text include Conventions practice that springboards directly from the texts that are being studied. Students study and apply grammar and style concepts, explore the diction and style within each text in the set, and they examine texts closely for the author's command of grammar. *Writing Performance Tasks* include *Language Development*, *Revising*, and *Editing* sections which remind students to evaluate and edit for correct grammar. In addition, a *Grammar Center* on Savvas Realize includes instruction beyond the core program with a complete Savvas *Grammar Plus Workbook*, practice lessons, video tutorials, worksheets (including Spanish), and sentence combining activities.
- **Vocabulary** - Developing an extensive and rich vocabulary is critical to reading comprehension. *myPerspectives* ensures students learn how to do this through a generative vocabulary approach embedded in the program.

- Each unit in *myPerspectives* focuses on a set of academic vocabulary words that are related to the unit's *Essential Question*. These words are revisited throughout the unit. Additional concept vocabulary words appear in the close reading activities that follow each text. These high-utility selection vocabulary words are identified and connected to the text. Students are required to use these terms in post-reading activities. Before each reading, students are presented with a listing of selection vocabulary. Students are encouraged to rate their understanding of the words prior to encountering them in context.
- After the selection, students are prompted to work with the words through written activities, enabling them to show understanding word meanings in different contexts. Students receive instruction and practice in word roots and affixes, synonyms and antonyms, and analogies. Instruction is directly related to vocabulary used in the texts under study. Students are specifically reminded to practice learning vocabulary with *Word Network* strategies that help them learn similar words in clusters. *Language Awareness* and *Vocabulary Development* notes focus on domain specific and content-area vocabulary with instruction and examples for teachers to use in the classroom.

# iLit20

## Adaptive Vocabulary, Spelling, and Grammar Study Plans

*iLit20* allows teachers to assign students adaptive study plans that evaluate students' strengths and instructional needs in vocabulary, spelling, and grammar. These study plans first diagnose areas of instructional need, then build a practice plan that is tailored to each student's unique needs. After students have completed the practice plan, the program verifies whether they mastered all concepts.

Educators can easily access data on student performance from the adaptive study plans to make data-driven instructional decisions, such as student reading level placement and grouping.

### Helping Students Improve Their Writing

To help Waterbury students improve their writing, *iLit20* provides the following activities and resources:

- Our proprietary writing interface provides scaffolded coaching; immediate, targeted automatic feedback for specific writing tasks; and tutorial assistance.
- During summary writing, students are guided through writing to the main ideas of an assigned reading. The feedback provides students with directions for rereading the text for a purpose, making them better writers and readers.

- The unit-level writing essays adhere to the main academic modes of writing—persuasive, informational, and narrative. These larger writing assignments are built progressively throughout the unit, and opportunities for direct and guided instruction from the teacher help introduce and reinforce best practices in writing.
- To support the writing process, each unit includes a unit-level essay in an academic writing mode or a multimedia presentation. Short lesson segments in writing instruction, daily practice assignments, and small group interventions help students advance to these larger writing assignments.

  Each week, students write a short paragraph each week practicing the writing skills and strategies to be applied to the larger essay.

### *Requirement*

c. A program that would earn a “strong” or “exemplary” rating on the Culturally Responsive Curriculum Scorecard (CRE) preferred; teacher materials with guidance on how to approach, enhance, and customize lessons for their student populations – a plus.

### *Response*

*myPerspectives* equips teachers to provide extensive opportunities for all learners to work independently and with peers, thereby illustrating the importance of agency, self-efficacy, and collaboration in learning. The program support helps teachers foster social and emotional learning by engaging students in goal setting, reflection, problem solving, and by inviting students to connect with and respond to the emotions and experiences featured in the texts they read. Students acquire and apply knowledge, cultivate positive attitudes, and develop real-world skills, such as building relationships, making decisions, developing organizational skills, reflection, respecting others, and contributing to their community and the world around them.

Because *myPerspectives* is designed to reflect diversity, lift up student voices, and be relevant in today’s world, students are exposed to multiple perspectives and different selections that are important for their development as thoughtful and critical thinkers.

Texts were carefully selected to present students with a range of literary and informational texts. Text selections were based on literary merit, author’s craft, themes, cultural representations and experiences, insights, readability, and diversity.
We believe culturally responsive learning is how we foster success for all learners. It increases engagement and achievement by centering students in their learning, elevating their voices, and ensuring they see themselves positively reflected in what they learn.

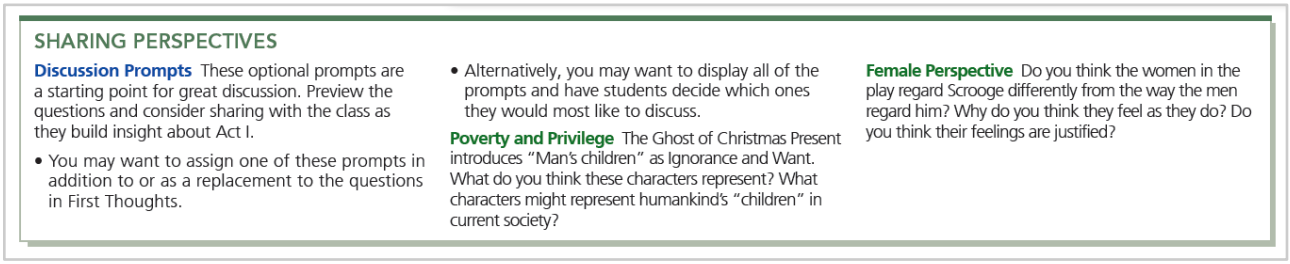
Through the Savvas Culturally Responsive Learning Initiative (https://www.savvas.com/index.cfm?locator=PS3f2f), we seek to build on the national movement for social justice. Our work - realized through our curricular offerings and professional learning services - seeks to support teachers in making real, lasting changes in their classroom practices.

# myPerspectives

*myPerspectives* helps teachers center students in their learning, affirm their identities, and celebrate their diversity. Each unit begins with a meaningful scenario designed to help students see themselves in their learning. For example, a grade 7 unit titled “Crossing Generations” invites students to consider visiting an older relative or friend and having a conversation about things they have in common. Students then watch a unit Opener Video about the content they get to explore in the unit, and they discuss the open-ended question: “What are some examples of things one generation can learn from another?” Still in the Unit Introduction, students explore community art related to the unit concept and they set their own literacy, content, and collaboration goals for the unit.

Incorporating community-based knowledge ensures that the curriculum remains relevant to students' lives. When learners can relate the content to their immediate surroundings and experiences, it becomes more engaging and meaningful. One way that *myPerspectives* seeks to meet this goal is by including community-created art in unit opener images. When students see images within the text that resonate with their lived experience, they are able to bring their own backgrounds and experiences to the classroom conversation. *Talk About It* notes accompany these images for teachers to prompt students into discussion about community, diversity, and connections to unit themes and topics.

Recognizing and valuing the diverse cultural backgrounds and experiences of students is crucial for creating an inclusive learning environment, and centering community-based knowledge helps honor the cultural wealth within the classroom. *Sharing Perspectives* discussion prompts allow students to connect with each other, the texts, and the authors through thought-provoking, open-ended questions. Prompts allow students to think deeper and more critically so they can bring their own voice, cultural background, and knowledge as they respond to prompts through multiple lenses.



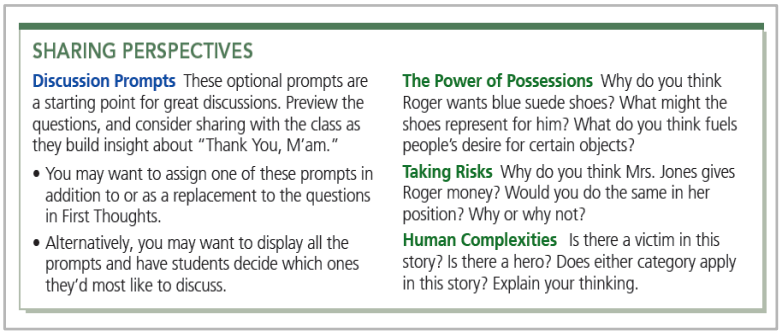
SHARING PERSPECTIVES

**Discussion Prompts** These optional prompts are a starting point for great discussion. Preview the questions and consider sharing with the class as they build insight about Act I.

- You may want to assign one of these prompts in addition to or as a replacement to the questions in First Thoughts.
- Alternatively, you may want to display all of the prompts and have students decide which ones they would most like to discuss.

**Poverty and Privilege** The Ghost of Christmas Present introduces “Man’s children” as Ignorance and Want. What do you think these characters represent? What characters might represent humankind’s “children” in current society?

**Female Perspective** Do you think the women in the play regard Scrooge differently from the way the men regard him? Why do you think they feel as they do? Do you think their feelings are justified?



SHARING PERSPECTIVES

**Discussion Prompts** These optional prompts are a starting point for great discussions. Preview the questions, and consider sharing with the class as they build insight about “Thank You, M’am.”

- You may want to assign one of these prompts in addition to or as a replacement to the questions in First Thoughts.
- Alternatively, you may want to display all the prompts and have students decide which ones they’d most like to discuss.

**The Power of Possessions** Why do you think Roger wants blue suede shoes? What might the shoes represent for him? What do you think fuels people’s desire for certain objects?

**Taking Risks** Why do you think Mrs. Jones gives Roger money? Would you do the same in her position? Why or why not?

**Human Complexities** Is there a victim in this story? Is there a hero? Does either category apply in this story? Explain your thinking.

Rather than limiting young readers to a handful of critical literary approaches, the program instead presents a framework for questioning texts that brings in historical, formalist, and critical approaches to the study of literature. Incorporated within the program is a three-part approach to multiculturally reading young adult literature that encourages reading behind the text, reading within the text, and reading in front of the text.

*Sharing Perspectives* notes in the Teacher's Edition support this approach to reading and provides a starting point for meaningful class discussions in which students are encouraged to share their perspectives and cultural knowledge surrounding a text or topic. Prompts allow students to examine texts through multiple lenses, asking critical questions such as:

- Who holds the power in this narrative?
- What are biases in the text?
- How might certain readers find the text problematic?
- What contradictions or debates has the text generated or is likely to generate?
- What are alternative readings or interpretations of the text?
- How might gender, race, culture, religion, or politics affect how readers might respond to the text?
- How might the text provoke or inspire new thinking and action?

*myPerspectives* materials incorporate evidence-based approaches, strategies, and resources to help all learners access content and develop critical literacy and communication skills required for college and career readiness. This is achieved through the program's student-centered design, gradual release instructional model, relevant texts, purposeful tasks, built-in differentiated instruction and scaffolding, guidance, support, and evidence-based instruction. Furthermore, the digital platform allows teachers to easily modify lessons, add their own content, and more with customize and Playlist features. Digital resources enhance lessons and include:

- **Hook & Inspire** texts (teacher assigned only) include optional bonus ideas that teachers can use to engage students Into, Through, and Beyond the text. These are perfect for mini lab ideas and allow teachers to explore texts with students in engaging and different ways. Hook & Inspire was inspired by program authors Kelly Gallagher and Ernest Morrell and includes hyperlinks to online videos, graphics, songs, music, and other sources.
- **Listenwise Current Events** (teacher assigned only) provide public radio stories that help students connect what is happening in the world to literature in the classroom. These stories are updated daily, aligned to units, and can be added to Discussion Board activities.

# iLit20

Developmentally and age-appropriate for middle and high school students, *iLit20* features a digital library of thousands of high-interest, appropriately leveled titles. *iLit* digital library texts are appropriate for reading as a class, in small groups, and for independent reading. There is an appropriate balance of literary and informational texts, including full-length novels, nonfiction texts, plays, and a broader range of shorter texts. The texts feature extensive coverage of topics related to content-area standards, such as science and social studies topics.

### *Requirement*

d. Supports for English language learners, novels with translations preferred.

### *Response*

# myPerspectives

Multilingual Learner Language Support is included throughout each unit and embedded with grade-level instruction for all texts. That instruction honors and affirms students' home language, invites students to use their full linguistic repertoire in literacy tasks, and enhances language awareness as students engage in word study and contrastive analysis.

Routines scaffold language support as students are guided to conduct multiple readings of a text, examine the author's language (craft and structure) within each text, and consider how the author's language contributes to the text's meaning and different readers' understanding. Students reread the text for multiple purposes including closely examining the concept vocabulary, words with common roots and affixes, and relevant conventions. This instruction sits in meaningful context as students investigate language related to the texts they are reading in service of the unit theme. The knowledge-building approach *myPerspectives* takes also develops concept vocabulary that students take from one text and bring to the next thematically-connected one they read. Speaking and listening and writing tasks are integrated with reading, so students have multiple means of expression and leverage the reciprocal relationship between speaking and writing, using one as a rehearsal for the other.

Access to grade-level texts and tasks is expanded by the following resources and tools:

- *Bridge Texts* are available digitally and in PDF format and are simplified versions of the grade-level text. These texts alternate between original passages and summarized passages, providing an effective scaffold for those students who need additional support in accessing the on-level text.
- Selections and Selection Summaries include audio support with word-by-word highlighting and are read aloud in authentic voice. The speed of the audio can be adjusted by students.

- The *eText Translation* tool is directly within the Student Edition where students can highlight a word or passage and receive translation support for over 100+ languages. Some languages also include audio.
- Media selections are translated and include Spanish audio and closed captioning.
- A *Multilingual Glossary* includes a definition and audio in English, Spanish, Spanish, Haitian-Creole, Portuguese, Vietnamese, French, Arabic, Chinese, Russian, Tagalog, Urdu, Hmong, Korean, Punjabi, Mandarin, Simplified Chinese, and Traditional Chinese.
- *Skills Support* notes provide guidance for teachers to identify and accommodate differences in language proficiency and learning style differences.
- *Language Checkpoint* notes for Multilingual Learners allow teachers to follow through with beginning-of-unit formative assessment identifications to ensure that students are receiving adequate support in reading, speaking, and listening, and writing throughout the unit.
- *Digital Library* will include novels in Spanish and will be updated annually.

These supports equip multilingual learners to participate in ways that not only accommodate for differing levels of language proficiency, but celebrate the assets associated with bilingualism and language learning.

# iLit20

With the *iLit20* student digital experience, students can translate texts into 102 languages—27 languages also have audio support. Please see the following figure for a list of the *iLit* library's translation languages—audio support is denoted with an asterisk.

| ***iLit20* Translation Languages** ***(* Denotes Audio Support)*** | | |
|---|---|---|
| ▪ Afrikaans | ▪ Hawaiian | ▪ Pashto, Pushto |
| ▪ Albanian | ▪ Hebrew | ▪ Persian |
| ▪ Amharic | ▪ Hindi* | ▪ Polish* |
| ▪ Arabic* | ▪ Hmong | ▪ Portuguese (Brazilian-Accented)* |
| ▪ Armenian | ▪ Hungarian* | ▪ Romanian* |
| ▪ Azerbaijani | ▪ Icelandic | ▪ Russian* |
| ▪ Basque* | ▪ Igbo | ▪ Samoan |
| ▪ Bengali | ▪ Irish | ▪ Serbian |
| ▪ Bosnian | ▪ Italian* | ▪ Shona |
| ▪ Bulgarian | ▪ Japanese* | ▪ Sindhi |

| ***iLit20* Translation Languages** ***(* Denotes Audio Support)*** | | |
|---|---|---|
| ▪ Catalan* | ▪ Javanese | ▪ Sinhala, Sinhalese |
| ▪ Cebuano | ▪ Kannada | ▪ Slovak* |
| ▪ Chichewa, Chewa, Nyenja | ▪ Kazakh | ▪ Slovenian |
| ▪ Chinese Simplified (Mandarin)* | ▪ Khmer | ▪ Somali |
| ▪ Chinese Traditional* | ▪ Kirghiz, Kyrgyz | ▪ Southern Sotho |
| ▪ Corsican | ▪ Korean* | ▪ Spanish (US/Mexico-Accented)* |
| ▪ Croatian | ▪ Kurdish | ▪ Sundanese |
| ▪ Czech* | ▪ Lao | ▪ Swahili |
| ▪ Danish | ▪ Latin | ▪ Swedish* |
| ▪ English (US English-Accented)* | ▪ Latvian | ▪ Tajik |
| ▪ Esperanto | ▪ Lithuanian | ▪ Tamil |
| ▪ Estonian | ▪ Luxembourgish, Letzeburgesch | ▪ Telugu |
| ▪ Filipino (“Tagalog”) | ▪ Macedonian | ▪ Thai* |
| ▪ Finnish* | ▪ Malagasy | ▪ Turkish* |
| ▪ Flemish* | ▪ Malay | ▪ Ukrainian |
| ▪ French (Canadian-Accented)* | ▪ Malayalam | ▪ Urdu |
| ▪ Gaelic, Scottish Gaelic | ▪ Maltese | ▪ Uzbek |
| ▪ Galician | ▪ Maori | ▪ Vietnamese |
| ▪ Georgian | ▪ Marathi | ▪ Welsh |
| ▪ German* | ▪ Myanmar (Burmese) | ▪ Western Frisian |
| ▪ Greek* | ▪ Mongolian | ▪ Xhosa |
| ▪ Gujarati | ▪ Nepali | ▪ Yiddish |
| ▪ Haitian Creole | ▪ Norwegian* | ▪ Yoruba |
| ▪ Hausa | ▪ Panjabi, Punjabi | ▪ Zulu |

**Translations for 102 Languages.** To support students with a native language other than English, iLit*20* provides translations for the languages listed above. Those noted with an asterisk include audio support.

***Requirement***

e. Attentive to the needs of diverse learners, support for students with disabilities and students who are talented and gifted.

***Response***

# myPerspectives

## Support for Students with Special Needs

*myPerspectives* is designed to optimize learning for all students. The program adheres to the Universal Design for Learning (UDL) framework for providing multiple means of representation, multiple means of action and expression, and multiple means of engagement. Digital tools and features on Savvas Realize provide content accessibility of content for all students.

Materials, resources, and activities support and accommodate students with special needs. From multimedia modal learning with audio, visual, and leveled resources to teacher flexibility in grouping students and interactive collaborative projects, all students are supported in learning. Technology resources and tools allow learning to happen outside of the classroom. Parent and family support built into the program, such as *Home Connection Letters* in English and Spanish for each unit, help guardians keep up with what their child is learning.

In addition, Savvas Realize customization tools allow teachers to make appropriate adaptations, accommodations, and modifications to instruction and activities. Teachers can add customized lessons and assessments; group students; retrieve and send documents, readings, activities, links, and multimedia; and upload their own resources into Savvas Realize.

## Enrichment Opportunities for Gifted Students

*myPerspectives* provides instruction and materials to enrich student learning. In the Teacher's Edition, *Skills Support Extend for Learning* notes throughout each lesson provide opportunities to extend learning. These challenge notes also springboard from the *Text Complexity* rubrics with guidance for extension and enrichment considerations.

For gifted and above-level students, teachers can use the *Independent Learning* texts - all of them, instead of just selecting one. They can also extend with a related novel using the suggested one from the *myPerspectives* Unit (note that all the unit-aligned novels have instructional support online that include a Reading Guide, Test, and Answer Key. This allows teachers to use the core curriculum in their ELA class and extend information about the topic and *Essential Question* through the suggested novels.

In addition, teachers can assign projects and activities for enrichment and independent student work with *Skills Centers* on Savvas Realize. To promote self-directed learning, many of the resources in the *Skills Centers* are available for students to work through at their own pace. Realize includes a digital library of more than 100 full-length novels and trade book lessons. Teachers can modify the core program's instruction and assessments to meet the needs of advanced and gifted learners using the customized features on Realize.

## Special Needs

*myPerspectives* is designed to optimize learning for all students. The program adheres to the Universal Design for Learning (UDL) framework for providing multiple means of representation, multiple means of action and expression, and multiple means of engagement. Digital tools and features on Savvas Realize provide content accessibility of content for all students.

Materials, resources, and activities support and accommodate students with special needs. From multimedia modal learning with audio, visual, and leveled resources to teacher flexibility in grouping students and interactive collaborative projects, all students are supported in learning. Technology resources and tools allow students to change font color and size and learning to happen outside of the classroom. Parent and family support built into the program, such as *Home Connection Letters* in English and Spanish for each unit, help guardians keep up with what their child is learning.

In addition, Savvas Realize customization tools allow teachers to make appropriate adaptations, accommodations, and modifications to instruction and activities. Teachers can add customized lessons and assessments; group students; retrieve and send documents, readings, activities, links, and multimedia; and upload their own resources into Savvas Realize.

Furthermore, Savvas designs, develops, and tests its products with the Web Content Accessibility Guidelines (WCAG) and Section 508 of the American with Disabilities Act (ADA) as part of our fundamental requirements. We have a dedicated team of accessibility experts with more than 30 years of combined experience. The team includes members with IAAP MAT, CPACC, and ADS certifications.

We test all products using Windows/Chrome/NVDA, iOS/Safari/Voiceover; OS/Safari/ Voiceover, ChromeOS/Chrome/ChromeVox. We also have third parties that have disabled testers as part of our quality assurance processes.

All items are designed with accessibility in mind and use high-contrast, legible text sizes and supporting read-aloud audio. Text equivalents for video, audio, art, and images are included. Savvas Realize offers several tools to assist students, including highlighting, underlining, and notetaking features. Our Realize Readers include a setting that allows the user to choose a preferred font size (small, medium, or large). All of our videos include closed-captioning, and our platform supports many third-party TTS applications.

Additionally, programs on Savvas Realize provide a variety of content formats to meet diverse student needs, from Microsoft Word documents, PDFs, interactive pieces with embedded audio to digital tests and videos. This variety gives students flexibility to learn in a way that will help them retain information.

# ILit20

Texts, visuals, images, and other materials in iLit20 are representative of cultural diversity, and the program includes works from authors of many diverse backgrounds. The texts in iLit20 reflect diverse perspectives and experiences. Texts were chosen based on their authentic, representative authorship and portrayal of characters. The digital library includes works by Nikki Giovanni, Roger Bonair-Agard, Joseph Bruchac, Tomson Highway, Maya Angelou, Judith Ortiz-Cofer, Alootook Ipellie, and Elie Wiesel. These texts highlight multicultural experiences both in present-day and in historical contexts. The texts explore themes such as Connections, Life Choices, Self-Expression, Media and Technology, Social Justice, and Imagination and Innovation, all of which are relevant to today's learners.

## Universal Design for Learning

Savvas supports school districts in their efforts to comply with the *Individuals with Disabilities Act of 2004* and the terms and conditions of the National Instructional Materials Access Center (NIMAC). In accordance with provisions contained within IDEA 2004, Savvas will upload K–12 textbooks or core student print material published after July 19, 2006, to the NIMAC. Please note that Savvas routinely uploads most eligible materials to the NIMAC at the time of the first classroom-ready printing, often before receiving a request.

**Where to look for Braille, large print, audio, and other specialized formats**
The American Printing House for the Blind maintains a clearinghouse for Braille, large print, audio, and other specialized format materials that includes many K-12 textbooks. Savvas recommends searching the Louis database to see if the title is available in the necessary format. Here is the link: http://louis.aph.org/catalog/CategoryInfo.aspx?cid=152

**Accessing the NIMAC**
Authorized Users can access NIMAS titles in the NIMAC in order to make specialized format materials for blind and low-vision students, as well as for students with other print disabilities. The NIMAC can be found at http://www.nimac.us/ and individual titles can be located using the site's search feature. A current list of state authorized NIMAC users along with other useful information can be found at http://aem.cast.org/creating/nimac.html

**Requesting digital text files for Savvas titles that predate the NIMAC**
Savvas also complies with all state Braille laws and supplies digital files if they are available for Braille and large print production for textbooks that predate the NIMAC. Braille and other specialized format producers can inquire about availability of files by contacting us at: k12accessibility@savvas.com.

The teacher digital experience features differentiated instruction strategies for whole-class teaching, and provides small-group support for students who need additional instruction. The lessons in the teacher digital experience provide detailed, direct instruction and specific strategies for modifying instruction for students with diverse needs.

## Accessibility Supports

To meet student accessibility needs, the teacher digital experience features suggestions for adapting instruction to meet the needs of students with disabilities and a universal access button that offers suggestions for providing access to a range of learners, including students who are visually impaired, deaf, or have disabilities. The *iLit20* program is WCAG 2.0 AA compliant.

## Allows Students to Learn at Their Own Pace

As students progress through course material, the technology in *iLit20* intuitively moves them into more complex texts, changing the level of the interactive work text selections as needed by student ability. Students are moved from below-level texts to on-level texts as their performance dictates, allowing them to progress from intervention to grade level instruction. Students choose their own books during the Time to Read portion of lessons, and the learning path *iLit20* provides is personalized for each student.

### *Requirement*

f. Resources must be in print and online.

### *Response*

*myPerspectives* materials and resources are available in print and digitally online in multiple formats to support the district's needs.

*iLit20* is a digital program. The program is specifically designed for 20-minutes of independent reading that occur three to five times a week. Print libraries are available for purchase.

### *Requirement*

g. A large range of professional development options including in-person and virtual options for start up upon implementation in August 2024 and ongoing as needed throughout the contract.

### *Response*

Please see our Professional Development Plan which appears later on this bid.

***Requirement***

h. Compatibility with Google Apps for Education and Clever preferred.

***Response***

Savvas Realize supports single sign-on integration through a variety of formats. Districts that have implemented our Savvas EasyBridge Plus or Savvas EasyBridge Auto solutions can add EasyBridge to a Clever portal for single sign-on.

***Requirement***

i. Assessments included that directly measure students' progress toward mastering the Common Core State Standards in English Language Arts and be similar in administration to the CT State Assessments for English Language Arts (grades 6-12).

***Response***

# Robust System of Assessments

*myPerspectives* assessments will help teachers monitor student progress, modify instruction using data, and assign activities to re-teach concepts. Assessments include formative, summative, and performance assessments, all with a variety of ways for students to demonstrate learning. Summative assessments administered via Savvas Realize provide teachers with real-time access to student and class data showing mastery on assessments, overall progress, and the length of time students spend on assessments. Students can demonstrate learning through both standardized tests and alternate ways such as creating visual media, presenting an assignment independently or with small groups, performance tasks with writing and/or speaking & listening outcomes.

## Selection Activities

Student learning can be assessed through the writing, discussion, and skills activities that accompany selections as well as teacher observation. The activities below are embedded within the Student Edition and can be used as formative assessment:

- Teachers can use classroom discussions and student interactions in their small group to monitor learning. Some students may be more confident participating in discussions than they are responding to questions on a test.
- Unit Introduction Activities such as the *Mentor Text* Summary and *QuickWrite* can be used as formative checks to determine if students will need writing support throughout the unit.
- The Unit Introduction *Icebreaker Activity* can be used to determine how students will collaborate with other students and participate in discussions.

- Student work resulting from the selection skills activities can be used to assess student comprehension of content. Skills include vocabulary, word study, author's craft, conventions, writing, research, and/or speaking & listening. Should students need more support beyond what is in the Student Edition, on-level worksheets with additional instruction and practice are available.
- On the skills pages, teachers will find *If/Then* notes with practical suggestions for remediation. The *If/Then* notes reference *Reteach and Practice* worksheets for the skill, and teachers can use these as extra instruction and practice on the spot or prior to taking a *Selection* or *Unit Test*.
- The new *Test Practice* feature mimics high-stakes tests formats with Multiple Choice, Short Response, and *Timed Writing*.

## Performance Tasks

Performance Tasks are critical to *myPerspectives* as they provide students with opportunities to share their learning through written and oral projects. These projects allow students to be creative, build confidence, master critical skills, showcase their individuality, and collaborate with others. All learning in the unit is backwards-mapped to the *Performance Tasks* and *Performance-based Assessment*.

- The *Whole-Class Learning Writing Performance Task* allows students to use their learning to write to a prompt that is aligned to the unit's Essential Question in the unit's focus mode of writing of argument, narrative, or informative/explanatory.
- The *Speaking & Listening Performance Task* is at the end of *Peer-Group Learning*. Students complete a project collaboratively and are given guidelines for success as they develop their collaborative and presentation skills. The outcome is a group effort delivered in an interactive format such as a group debate, presentation, or creating and presenting a media piece.
- The *Performance-based Assessment* is the culminating end-of-unit assessment that requires students to demonstrate their learning in a writing task. All unit activities are backwards-mapped to the performance-based assessment. Students use their *Evidence Log*, *Word Network*, and notes/activities they'd completed throughout the unit to apply knowledge from their reading and writing in the unit to complete these tasks.

## Summative Assessments

- At the lesson level, *Exit Tickets* per skill are a quick 3-question multiple-choice assessment to determine student mastery of the skill. *Exit Tickets* can be administered online, projected to the class, or printed. If administered online, they are auto-scored. *Reteach and Practice* activities are available if remediation after the *Exit Ticket* is needed
- *Selection Tests are* directly connected to the texts students read and can be used to gauge student comprehension and vocabulary acquisition. *Selection Tests* include 10 multiple choice questions and are auto-scored if administered online.

- *Unit Tests* can be used to gauge standards taught within the unit and provide program fresh authentic passages for testing student's abilities and application of skills, concepts, and knowledge. The Answer Key includes *Reinforcement Resources* should students need further skills support.

## Benchmark Assessments

- *Beginning-of-Year Test* assesses standards to be taught during the school year. Questions are multiple choice, so if taken online, the test is auto-scored. Teachers can use this data to determine student readiness for the standards.
- *Mid-Year Test* assesses mastery of standards taught in the first half of the year, allowing opportunities for automatic and customized remediation.
- *End-of-Year Test* determines mastery of standards and helps place students in classes for the following school year.

## Test Prep

- *Test Prep* banks include passages and assessment items aligned to the standards that can be used as standalone banks for test-taking practice or combined banks for a full-length test.
- *College Prep Test Banks* in SAT and ACT formats offer test-taking practice. Tests are formatted like SAT/ACT tests.

# Standards Mastery

Teachers can access student and class data instantly on Realize. Reports show usage, progress, and Standards mastery for assignments per student or class. All reports can be exported into Microsoft® Excel or other spreadsheet tools and include:

- The *Mastery* by standard report displays data that represents how your class and individual students mastered standards across assignments over time. The data can also help you understand which assessments contributed to the mastery data displayed for each student. Teachers can view learning resources for the standard that can be assigned to students for extra practice.
- *Question Analysis* allows teachers to see results by question to allow for grouping students or reteaching specific content.
- *Performance Analysis* allows teachers to view a group of students who performed above or below a teacher entered threshold and assign extension and enrichment directly from this feature.
- *Class Results by Assignment* allows teachers to drill down into data points on graphs and charts to learn more about score data, assignment progress, and usage.

# iLit20

## Assessments

The assessment plan incorporated into the *iLit20* solution is fully integrated and timed to occur at precise intervals throughout the year to confirm appropriate placement and progression. Students take assessments on their devices, and teachers see the system-generated results through the performance dashboard.

Students take assessments on their tablets, and teachers see the results through *iLit20*'s reporting features. Using data from normed and embedded assessments *iLit20* teachers can monitor student progress toward grade-level reading proficiency.

## Assessment Types

*iLit20* assessments include those listed in the figure below, as well as ongoing, informative assessments built into the instruction.

| ***iLit20* Assessment Types** | |
|---|---|
| **Assessment Type** | **Activity** |
| Observational | Reading Conferencing<br>Classroom Conversation |
| Whole Class | Knowledge Checks |
| Performance Based | Summary Writing<br>Critical Response<br>Paragraph and Essay Scoring<br>Projects and Performance Based |
| Objective | Word Study Plan<br>Grammar Study Plan<br>Vocabulary Study Plan<br>Spelling Study Plan |
| Normed | GRADE™ administered at precise intervals throughout the year |

**Assessment for Student Progress.** With *iLit20* teachers can monitor student progress toward grade-level reading proficiency.

## Observational Assessment

While students are reading, the teacher conferences with students recommended through the *iLit20* teacher interface. The conference form within the *iLit* teacher digital experience tells the teacher what the student is reading and offers questions to start a conversation about the student's book. The teacher can tag the student's reading interest or rate his or her overall comprehension of the book. This activity helps build connections and keeps the teacher informed about students' reading.

# Placement in the Program: GRADE Assessment

*iLit20* uses the digitally administered Group Reading Assessment and Diagnostic Evaluation (GRADE™) as an independent measure of reading growth and as a diagnostic assessment. Built into classroom time so no additional time is required for test administration, the GRADE measures student reading levels to determine the Interactive Reading assignment level at which students should be placed.

The GRADE is a norm-referenced reading assessment that provides an overall reading level (grade-level equivalent), individual grade-level equivalent scores on reading comprehension and vocabulary development, and scores on listening comprehension. Students initially take the GRADE to set their reading level in *iLit20* at the start of the school year and are then automatically placed into one of nine levels of nonfiction Interactive Readers at each student's precise reading level. The Interactive Readers, which covers comprehension, summary writing, and critical response skills, provide teacher/student bi-weekly reading checkpoints to assess reading progress. The GRADE also sets the My Level search feature in the *iLit* digital library for students.

Teachers can also use the GRADE assessment three times per year for a norm-referenced view of student progress. This data helps teachers personalize instruction with options to have age-appropriate adaptive word study work automatically assigned to students reading on or below a fourth-grade level.

The following items are key points about administering GRADE:

- GRADE is a diagnostic assessment of reading growth. It is norm-referenced and research-validated.
- The program provides each student with a grade-level equivalent for reading comprehension.
- It places students in one of nine skills-based reading levels in *iLit20* for differentiated instruction and personalized assessment.
- It determines which students need basic foundational skills instruction and practice.

GRADE should be administered three times during the school year as follows:

- **Beginning of the Year.** Teachers should administer the Beginning-of-the-Year GRADE during the first, second, or third class meeting. This will establish baseline reading proficiency for each student against which growth will be measured.
- **Middle of the Year.** This administration provides an independent measure of reading growth. The mid-year GRADE should also be administered to all students to measure progress.
- **End of the Year.** This administration provides an independent measure of full-year reading growth and is one measure that can help to determine if students are ready to exit from the program for the following year.

## Progress Monitoring

Using data from the normed and embedded assessments in *iLit20,* teachers can monitor student progress toward grade-level reading proficiency. In addition to using the GRADE assessment three times per year, Waterbury teachers can use leveled nonfiction interactive readers as another way to monitor student progress.

Waterbury teachers can also monitor how well their students are grasping the material by using the following, ongoing, informative assessments built into the instruction:

- Reading conference forms that teachers can use for observational assessment of students' comprehension of independent reading
- Whole-class assessments built into whole-group instruction
- Embedded assessments in the weekly interactive nonfiction reading selections that call on students to interact with the text to demonstrate comprehension
- Written summaries that are automatically assessed through an on-demand summary scoring system Critical reading responses that students write are scored by teachers on a four-point

***Requirement***

j. The program must have an online data management system and follow all applicable FERPA laws, COPPA, and CT Data Privacy Pledge.

***Response***

We are confident in our knowledge of federal and CT state laws and regulations, including FERPA, due to our extensive experience serving customers across all 50 states. Savvas reserves the right to review and negotiate any District terms and conditions or data privacy requirements, if necessary, in the event of an award to Savvas. For our privacy policy, which includes information on data and security, please visit:
https://bit.ly/3tnAzAn

***Requirement***

k. The vendor must provide access to a knowledgeable technical support team to remedy program issues (within 48 hours).

***Response***

# Customer Service and Technical Support

Savvas employs professional staff to assist users of our programs and systems. We provide customer service and technical support (included with purchase) via phone, chat, and email:

- Our team members can be reached by phone at 800.848.9500, Monday through Friday from 8:00 a.m. to 8:00 p.m. eastern time.

- Click https://support.savvas.com/s/ for online customer service, self-service options, and other helpful resources. For additional assistance, click Contact Us.
- Click https://status.savvas.com/ for status updates on Savvas platforms.
- Savvas Realize includes a Help section for students and teachers with information on understanding and using the various capabilities and functions of our online system.

### *Requirement*

l. Highlight the program's alignment to and/or inclusion of the requirements noted above.

### *Response*

Please refer to the correlation documents for evidence of alignment to standards.

### *Requirement*

m. Include 2 hard copies of all materials for each grade level (6-12) and online demo licenses for each grade (6-12) to preview content.

### *Response*

Savvas acknowledges this requirement and has complied with it. For our online demo licenses for each grade, please see the demo account flyer provided at the end of this section.

# Professional Development Plan

### *Requirement*

g. Include a large range of professional development options including in-person and virtual options for start up upon implementation in August 2024 and ongoing as needed throughout the contract.

### *Response*

Savvas offers professional learning opportunities designed to support educators at all levels of knowledge and experience and to continuously improve their instructional methods. Savvas is committed to providing comprehensive and long-term professional development to support your implementation. Our personalized support helps educators build capacity, create a culture of collaboration, and maintain rigorous standards, with flexibility for delivery with options for onsite, synchronous, and asynchronous virtual support, and/or blended models for implementation in August 2024 and ongoing as needed throughout the contract.

Savvas professional learning spans initial training through in-depth workshops and job-embedded/coaching services that help guide educators through a full implementation of a Savvas solution during the first year and years that follow. The professional learning targets best practices, focused teaching support, and topics specific to district requirements.

Our continuum of services for *myPerspectives* and *iLit20* includes the following:

## Foundational Training

- **Program Activation (*myPerspectives)***: Virtual instructor-led and self-paced courses provide educators with an introduction to the program. In this session, you will learn how to use the flexible instructional model to engage your students in purposeful literacy learning. We will dig into the program's design, components, and planning tools—preparing you for day one of instruction. You will walk away from the session with
    - a deeper understanding of how the program and components support literacy standards.
    - planning tools to support instruction.
    - how to guides for accessing and navigating *myPerspectives* on Savvas Realize

  (In-person Program Activation is also available)

- **Initial Training (*iLit20*)** – This session is designed to provide teachers with the critical digital program components they need to ensure success on Day One in the classroom. Participants dig into the components, design, and structure of the program. Participants will practice applying specific features and design elements to classroom instructional practices. This session is interactive and includes application-oriented activities so participants can immediately apply what they have learned.

- **Implementation Essentials** – This follow-up workshop, offered once teachers start using the new program, deepens practices and helps them get the most out of their implementation.
- **Administrator Workshop** – 3-hour training for busy leaders to help them successfully launch their program.
- **MySavvasTraining.com** – 24/7 online, program-specific training resources, videos, asynchronous courses, and tutorials include real-time assistance supporting *myPerspectives* and *iLit20*

## Ongoing Support for Teachers

A suite of offerings to help empower educators with pedagogical strategies, best practices, and targeted coaching supports to change practice and confirm implementation efficacy. These services include the following:

- ***myPerspectives* Program Specific Workshops include:**
  - *Unit Planning*
  - *Making Meaning*
  - *Effective Expression*
  - *Language Development*
  - *Bringing Students into Grade-Level Content Through Scaffolding*
  - *Teaching with Challenging Texts*
  - *Asset-Based Analysis of Student Work*

- ***iLit20 Program Specific Workshops include:***
  - *Making Data Based Decisions*
  - *Coaching and Modeling Strategies*
  - *Monitoring Student Progress*
  - *Analyzing Student Performance Indicators*
  - *Using Reports to Differentiate Instruction*

- **Job-Embedded Support for Teachers** (up to 6 hours) **–** Savvas coaches provide focused feedback, co-planning, and reflection for day-to-day implementation practices. We move past the "how-to" and dive deeper into meeting student needs. These services are intended to bring teachers from understanding to applying.

## Ongoing Support for Leaders

- **Job-Embedded Services for Leaders** (up to 6 hours) **–** Savvas consultants support school and district leaders during program implementation. Services focus on enhancing student learning outcomes and related instructional practice while:
  - Cultivating leadership skills
  - Utilizing data and resources

- Supporting teacher growth

- **Focus Visits** – Non-evaluative classroom visits help leaders identify trends in current student performance and related teacher practice in order to provide teachers with evidenced-based feedback.

## Sample Professional Development Plan

To achieve successful implementation fidelity, please see a suggested sample training timeline with a proposed list of services for new resources to begin BTS 2024. Dates and events will be determined during the planning meeting and can be changed based on district's goals and initiatives.

| **Sample Professional Development Plan** *myPerspectives & iLit20* | | | |
|---|---|---|---|
| **Training Session / Timeline** | **Audience** | **Duration /Modality** | **Training Session Description** |
| **Implementation Planning Meeting**<br><br>Upon adoption | ▪ District & School Administrators | 1 hour<br>Virtual | We will work with district and school administrators to create a plan to meet the district's intended outcomes for the literacy implementation.<br>Planning topics may include, but are not limited to:<br>▪ Planning for implementation<br>▪ Print and digital student resources<br>▪ Recommendations for on-site or virtual professional learning<br>▪ On-going instructional support for new and returning teachers<br>▪ Digital capabilities for assessment and reinforcement of lesson skills<br>▪ Monitoring progress and evaluating student outcomes, as well as dates for follow up meetings. |
| **mySavvasTraining.com**<br><br>Throughout the Adoption | ▪ Literacy Teachers<br>▪ Administrators | Self-paced<br>Unlimited | For on-demand training and additional support, educators can access free 24/7 training resources through mySavvasTraining.com at https://mySavvasTraining.com. This online resource provides webinars, tutorials, and directions for download that support the program. |
| **Program Activation (myPerspectives)**<br><br>BTS 2024 | ▪ Literacy Teachers<br>▪ Administrators | 2-3 hours<br>Virtual | Asynchronous/Self-Paced or Hybrid (Asynchronous/Self-Paced + Synchronous/Live Virtual)<br>▪ Preparation for Day 1 and beyond<br>▪ Learn the elements of the program structure |

| Sample Professional Development Plan<br>*myPerspectives & iLit20* | | | |
|---|---|---|---|
| **Training Session / Timeline** | **Audience** | **Duration /Modality** | **Training Session Description** |
| | | | ▪ Dive into digital resources on Savvas Realize™<br>▪ Explore innovative ways to strengthen your instruction and increase student engagement<br>▪ Experience a model lesson (participants as students) |
| **Platform Activation for Realize (myPerspectives)**<br><br>BTS 2024 | ▪ Literacy Teachers<br>▪ Administrators | Self-paced<br>Virtual | Savvas Realize™ provides high-quality digital content to help teachers enhance their instructional materials, engage students, and develop a sustainable distance learning solution. This session supports teachers as they address direct instruction and emerging remote learning. Teachers can easily curate their student's digital learning experience and analyze and inform instruction with intuitive reporting. |
| **Initial Training (iLit20)**<br><br>BTS 2024 | ▪ Literacy Teachers<br>▪ Administrators | Virtual/Onsite<br>3-6 hours | This session is designed to provide teachers with the critical digital program components they need to ensure success on Day One in the classroom.<br>This session is interactive and includes application-oriented activities so participants can immediately apply what they have learned. |
| **Administrator Training**<br><br>BTS 2024 | ▪ Administrators | 3 hours<br>Virtual | 3-hour training for busy leaders to help them successfully launch their program. |
| **Program Implementation Essentials**<br>6-8 weeks after start | ▪ Literacy Teachers<br>▪ Administrators | 3-6 hours<br>Virtual/Onsite | You've covered the basics, so now it's time for a deeper dive into the program. Learn how to make the most of the program and its components to professional practice and student outcomes.<br>You'll get to see the programs in action and listen as teachers and instructional leaders share their tips for successful implementation. You will leave this session with a deeper understanding of the program and its components. |

| Sample Professional Development Plan<br>*myPerspectives & iLit20* | | | |
|---|---|---|---|
| **Training Session / Timeline** | **Audience** | **Duration /Modality** | **Training Session Description** |
| **Office Hours/Teacher Check-ins**<br>Recommended monthly | ▪ Literacy Teachers<br>▪ Administrators | 1 hour<br>Virtual | Office Hours provide opportunities for educators to participate in real-time, virtual/live discussions with our education consultants. Offered to teacher cohorts, administrator cohorts, or individual educators, office hours may involve questions and answer, taking a closer look at the programs' resources, or discussing related teaching and learning practices. |
| **Job-Embedded Services for Teachers**<br>Strategic times during implementation. Dates and times TBD | ▪ Literacy Teachers | 3-6 hours<br>Virtual/Onsite | Job-Embedded Services focus on effective program implementation and on providing teachers with varying levels of support so they can increase their level of understanding and strengthen instruction with the program.<br>Savvas coaches provide focused feedback, modeling, co-planning, and reflection for day-to-day teaching practices. We use an Anchored Learning Cycle to structure job-embedded support and foster continuous improvement. |
| **Job-Embedded Services for Leaders**<br>Strategic times during implementation. Dates and times TBD | ▪ Administrators | 3-6 hours<br>Virtual/Onsite | Job-Embedded Services focus on effective program implementation and on providing leaders with varying levels of support so they can increase their level of understanding and strengthen instruction with the program.<br>Savvas consultants support school and district leaders as they implement their new Savvas curriculum. |
| **Gaining Momentum** | | | |
| **Program-Specific Workshops**<br>Strategic times during implementation. Dates and times TBD | ▪ Literacy Teachers<br>▪ Administrators | 1-6 hours<br>Virtual/Onsite | Training for our product solutions will instruct teachers on the features and uses of our curricula and provide you with evidence-based instructional strategies that directly address diverse student needs and enhance instructional strategies. |
| **End of Year Quality Review**<br>Date and Time TBD | ▪ Literacy Teachers<br>▪ Administrators | 1 hour<br>Virtual | Savvas Team will meet with district to review Year 1 implementation<br>Topics for this session can include:<br>▪ Implementation Wrap-Up<br>▪ Review of district goals<br>▪ Analysis of final district and site-based data |

| Sample Professional Development Plan<br>*myPerspectives & iLit20* | | | |
|---|---|---|---|
| **Training Session / Timeline** | **Audience** | **Duration /Modality** | **Training Session Description** |
| | | | ▪ Highlight successes and challenges<br>▪ Develop Year 2 and beyond needs assessment and professional learning plan |
| **Refining and Sustaining Practice with Ongoing Professional Development for Year 2 and beyond** | | | |
| **Platform/Program Activation (***myPerspectives*), **Initial Training** (*iLit20*), **Program Implementation, Program Specific Workshops and Job-Embedded Services for Teachers and Leaders**<br>▪ 3-6 hours Virtual/Onsite<br>▪ Refresher course and/or training for new teachers and administrators as well as ongoing support for your literacy adoption. | | | |

# Additional Support Services

## mySavvasTraining.com

Upon adoption, teachers and administrators will have 24/7 access to online training and professional development resources through mySavvasTraining.com (https://mysavvastraining.com) which is included with purchase of Savvas programs. Authorized users can access comprehensive training material and innovative, effective on-demand resources. Our flexible delivery options provide educators with timely and convenient access to program and platform training solutions.

Based on individual programs, authorized users will have access to the following Savvas support:

- **On Demand Tutorials:** Our online resources offer concise product training -developed by educational experts with teaching, instructional design, and product backgrounds. Educators can supplement our onsite and virtual training or use our materials on their own to further their understanding of our programs and platforms.
- **Library of Training Resources** User guides, training guides, implementation ideas, back-to-school tips, and end-of-year procedures are available to authorized users
- **Transcript Feature** The transcript feature that tracks user progress and provides certificates of completion when online tutorials and training sessions are complete.

# The Power of Partnership

## Partnership Plus Services

This unique and intensive professional learning solution is ideal for districts adopting a new curriculum to improve teaching, leading, and learning.

Partnership Plus is a comprehensive service program that provides tailored consultant support for an academic year (12 months) to improve teaching, leadership, and learning. A single, dedicated consultant promotes consistency in pedagogical approach, provides a clear point of contact for school and district educators, facilitates continuous improvement across grade-levels and schools, and enhances communication and collaboration between Savvas, district leadership, and school administrators and teachers. The district and consultant, working in partnership, collaboratively determine what services are needed, and professional learning is designed to meet district needs as they emerge.

### Partnership Plus Experience

| School-Level Instructional Staff | School-Level Administration | District-Level Administration |
|---|---|---|
| Lesson Planning Support | Data Reviews | Strategic Planning |
| Differentiated Instruction Strategies | Focus Visits | Data Review |
| Observations and Feedback | Administrative Coaching | PL Design and Planning |
| Focused Professional Development Sessions | | |

**PLC Planning**

**Occcurs before or after first day of instruction:**

- Guide teachers through an upcoming topic/lesson
- Answer questions, guide towards best practices
- Multiple sessions per visit

**Lesson Analysis/ Lesson Study**

**Consists of three in-depth steps:**

- Guided lesson planning with grade-level teams
- Teachers observe lesson modeled by a Partnership+ Specialist
- Teachers debrief, provide reflections and recommendations

**Side-by-Side Coaching**

**Answers observation questions, provides reflections and recommendations:**

- Individual planning with selected classroom teachers
- Co-teaching Supports
- Facilitator and School Administrator Coaching Supports

**Professional Development Delivery**

**Facilitates training for groups of teachers:**

- Teacher workdays
- Before/after school
- Early release days
- Staff meetings

With in-person services, a Partnership Plus consultant can visit up to 2-3 schools per day depending on the support provided. Virtually, the number of schools/teachers supported varies. Schedules are much more varied with flexible scheduling based on the consultant's availability. Supports can be a hybrid of synchronous virtual training, asynchronous curriculum tutorials and face-to-face coaching, all based on school and district needs.

## Professional Learning Summary

Savvas will support the City through the innovative and results-oriented services and options we have proposed. We offer quality learning opportunities for teachers using our literacy programs. Our professional learning services support teachers before and during program implementation so they can be effective and focus their instruction on helping students achieve success.

SAVVAS

NEW EDITION

# myPerspectives®

ENGLISH LANGUAGE ARTS

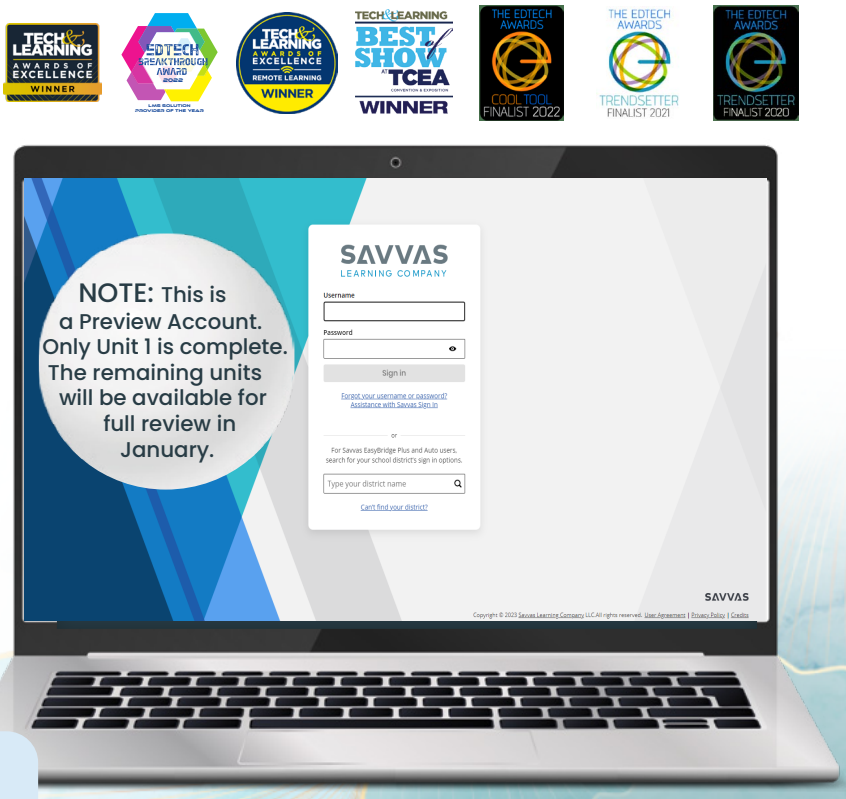
Scan to get a walkthrough of our digital features.

## Experience It Yourself!

Check out our award-winning digital platform, Savvas Realize, and get an early sneak peek of *myPerspectives*!

### EARLY DEMO LOGIN

1. Go to Savvas.com/myPerspectivesRealize
2. Enter the credentials below.
   USERNAME: ELAearlyReview
   PASSWORD: Welcome!
   *NOTE: Password is case sensitive. This is a Preview Account with access to Grades 7 and 9. Only Unit 1 is complete for review.*




SAVVAS realize®

LTI Compliant. Easily integrate with Canvas, Schoology, Google Classroom, Blackboard, Moodle and more!

SAVVAS LEARNING COMPANY

Savvas.com
800-848-9500

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Waterbury Public School Dist

SAVVAS

Kevin McCaffery
Director of Purchasing
Waterbury Public School Dist
236 Grand St
Waterbury, CT 06702-1933
United States

**Quote Number:** 255799-2
**Quote Creation Date:** 01-10-2024
**Quote Expiration Date:** 09-30-2024

**Quote Release:** 2

*Renewal Pricing will depend on that years' current pricing of the year it is purchased. Our pricing updates every year on October 1st.

# MyPerspectives with iLit20 for Waterbury

## Price Quote Summary

| Solution | Base Amount | Free Amount | Total |
|---|---|---|---|
| **Inspire Literacy (iLit)** | $ 626,520.00 | | $ 626,520.00 |
| **myPerspectives English Language** | $ 1,681,950.00 | $ 81,748.50 | $ 1,681,950.00 |
| **Solution Subtotal** | **$ 2,308,470.00** | **$ 81,748.50** | **$ 2,308,470.00** |

| | |
|---|---|
| **Shipping & Handling** | **$ 168,195.00** |
| **Total** | **$ 2,476,665.00** |

## Price Quote Detail

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| **Inspire Literacy (iLit)** | | | | | | |
| **iLit Software** | | | | | | |
| 9781418339548 | ILIT 20 MINUTE DIGITAL COURSEWARE 4-YEAR LICENSE BUNDLED WITH MYPERSPECTIVES | 55.20 | 0 | 11,350 | $0.00 | $626,520.00 |
| | **iLit Software Subtotal** | | | | | **$ 626,520.00** |
| | **Inspire Literacy (iLit) Subtotal** | | | | | **$ 626,520.00** |
| **myPerspectives English Language Arts** | | | | | | |
| **Grade 10 - Consumable + Rev Asst** | | | | | | |
| 9798213012323 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION 4-YEAR + 4-YEAR REVISION ASSISTANT + 4-YEAR LICENSE GRADE 10 | 147.00 | 0 | 1,850 | $0.00 | $271,950.00 |
| | **Grade 10 - Consumable + Rev Asst Subtotal** | | | | | **$ 271,950.00** |

Waterbury Public School Dist

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| **Grade 10 - SE/TE** | | | | | | |
| 9781428516717 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 10 | 181.50 | 66 | 0 | $11,979.00 | $0.00 |
| | **Grade 10 - SE/TE Subtotal** | | | | **$ 11,979.00** | **$ 0.00** |
| **Grade 11 - Consumable + Rev Asst** | | | | | | |
| 9798213012330 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION 2-VOL 4-YEAR + 4-YEAR REVISION ASSISTANT + 4-YEAR LICENSE GRADE 11 | 147.00 | 0 | 1,700 | $0.00 | $249,900.00 |
| | **Grade 11 - Consumable + Rev Asst Subtotal** | | | | **$ 0.00** | **$ 249,900.00** |
| **Grade 11 - SE/TE** | | | | | | |
| 9781428516724 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 11 | 181.50 | 66 | 0 | $11,979.00 | $0.00 |
| | **Grade 11 - SE/TE Subtotal** | | | | **$ 11,979.00** | **$ 0.00** |
| **Grade 12 - Consumable + Rev Asst** | | | | | | |
| 9798213012347 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION 2-VOL 4-YEAR + 4-YEAR REVISION ASSISTANT + 4-YEAR LICENSE GRADE 12 | 147.00 | 0 | 1,600 | $0.00 | $235,200.00 |
| | **Grade 12 - Consumable + Rev Asst Subtotal** | | | | **$ 0.00** | **$ 235,200.00** |
| **Grade 12 - SE/TE** | | | | | | |
| 9781428516731 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 12 | 181.50 | 66 | 0 | $11,979.00 | $0.00 |
| | **Grade 12 - SE/TE Subtotal** | | | | **$ 11,979.00** | **$ 0.00** |
| **Grade 6 - Consumable + LSDA + Rev Asst** | | | | | | |
| 9798213047981 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION + 4-YEAR REVISION ASST + 4-YEAR LSDA + 4-YEAR GRADE 6 | 150.00 | 0 | 1,500 | $0.00 | $225,000.00 |
| | **Grade 6 - Consumable + LSDA + Rev Asst Subtotal** | | | | **$ 0.00** | **$ 225,000.00** |

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| **Grade 6 - SE/TE** | | | | | | |
| 9781428516533 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 6 | 173.50 | 65 | 0 | $11,277.50 | $0.00 |
| | **Grade 6 - SE/TE Subtotal** | | | | **$ 11,277.50** | **$ 0.00** |
| **Grade 7 - Consumable + LSDA + Rev Asst** | | | | | | |
| 9798213047998 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION + 4-YEAR REVISION ASST + 4-YEAR LSDA + 4-YEAR LICENSE GRADE 7 | 150.00 | 0 | 1,500 | $0.00 | $225,000.00 |
| | **Grade 7 - Consumable + LSDA + Rev Asst Subtotal** | | | | **$ 0.00** | **$ 225,000.00** |
| **Grade 7 - SE/TE** | | | | | | |
| 9781428516540 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 7 | 173.50 | 65 | 0 | $11,277.50 | $0.00 |
| | **Grade 7 - SE/TE Subtotal** | | | | **$ 11,277.50** | **$ 0.00** |
| **Grade 8 - Consumable + LSDA + Rev Asst** | | | | | | |
| 9798213048001 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION + 4-YEAR REVISION ASST + 4-YEAR LSDA + 4-YEAR LICENSE GRADE 8 | 150.00 | 0 | 1,500 | $0.00 | $225,000.00 |
| | **Grade 8 - Consumable + LSDA + Rev Asst Subtotal** | | | | **$ 0.00** | **$ 225,000.00** |
| **Grade 8 - SE/TE** | | | | | | |
| 9781428516557 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 8 | 173.50 | 65 | 0 | $11,277.50 | $0.00 |
| | **Grade 8 - SE/TE Subtotal** | | | | **$ 11,277.50** | **$ 0.00** |
| **Grade 9 - Consumable + Rev Asst** | | | | | | |
| 9798213012316 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION 4-YEAR + 4-YEAR REVISION ASSISTANT + 4-YEAR LICENSE GRADE 09 | 147.00 | 0 | 1,700 | $0.00 | $249,900.00 |
| | **Grade 9 - Consumable + Rev Asst Subtotal** | | | | **$ 0.00** | **$ 249,900.00** |

Waterbury Public School Dist

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| **Grade 9 - SE/TE** | | | | | | |
| 9781428516700 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 9 | 181.50 | 66 | 0 | $11,979.00 | $0.00 |
| | **Grade 9 - SE/TE Subtotal** | | | | **$ 11,979.00** | **$ 0.00** |
| | **myPerspectives English Language Arts Subtotal** | | | | **$ 81,748.50** | **$ 1,681,950.00** |
| | **Solution Subtotal** | | | | **$ 81,748.50** | **$ 2,308,470.00** |
| | | | | **Shipping and Handling** | | **$ 168,195.00** |
| | | | | | **Total** | **$ 2,476,665.00** |

# Savvas Learning Company LLC Terms and Conditions

**To place your order** please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price quote via one of the following methods:

**Online:** https://support.savvas.com/support/s/customerserviceus
**Mail:** PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS. For questions regarding your order please call Customer Service: 1-800-848-9500.

**Price quote:** This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

**Shipping & handling** charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher.For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

**Taxes:** All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

**Platforms:** Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

**Damaged & Defective Products:** If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

**Return Policy:** Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over $1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

**Consumable Worktexts:** Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site: https://worktext-subscriptions.savvas.com

**Annual subscriptions for iLit and Successmaker Only:** Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

**Technical support services** are included with purchase of Savvas digital products.

online help: https://support.savvas.com/support/s/k12-curriculum-support-form
phone: 1-800-848-9500

**Professional Services:** Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (https://mysavvastraining.com).

# Information Regarding Failure to Complete Work, Default, and Litigation

### *Requirement*

Please respond to the following questions:
a. Have you ever failed to complete any work awarded to you? If so, where and why?

### *Response*

No.

### *Requirement*

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

### *Response*

No.

### *Requirement*

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

### *Response*

Like all large companies, Savvas is engaged in litigation from time to time in the ordinary course of business; however, no litigation that Savvas has been involved with in the past seven years would have any material impact on our ability to deliver the products and services proposed.

### *Requirement*

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

### *Response*

No.

### *Requirement*

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

### *Response*

Like all large companies, Savvas is engaged in litigation from time to time in the ordinary course of business; however, no litigation that Savvas has been involved with in the past seven years would have any material impact on our ability to deliver the products and services proposed.

### *Requirement*

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

### *Response*

No.

### *Requirement*

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?

### *Response*

We have the capacity, staff capability, and financial stability to meet the requirements of the City of Waterbury request for proposal.

Savvas Learning Company LLC
Clarifications and Exceptions

Savvas Learning Company LLC (Savvas) submits the following clarifications and/or exceptions to the City of Waterbury Department of Education (City BOE) Request for Proposal #7951 for English/Language Arts Core Programs for Grades 6-8 & 9-12 (RFP). Savvas is happy to discuss these items, as well as any other potential agreement terms, in connection with any proposed award of a contract to Savvas pursuant to the RFP.

General clarifications and exceptions

Savvas' response is subject to these clarifications and exceptions and any variations from RFP specifications in its response.

Specific clarifications and exceptions

**C. Scope of Services**

Section 3 (Delivery): Savvas will arrange for delivery of products after placement of an order by the City BOE. Digital products may be available within 15 business days; however, tangible products, such as textbooks, workbooks, instructor versions, etc. require processing and shipping that generally ranges from 15-45 days after order placement. In the event of an award, Savvas will work with the City BOE to determine agreed upon delivery date(s) as well as date(s) by which orders must be placed in order to meet the agreed upon delivery timelines. Please note that Savvas does not notify customers in advance of delivery; however, customers have access to Savvas' order system to track orders.

**I. Proposal Requirements and Required Format**

Section 2.B, Summary of Relevant Experience: Savvas is unable to provide a list of contracts and other information requested due to contractual confidentiality obligations which Savvas may have with its customers, and instead offers the list of Savvas references included in its proposal. Savvas wishes to point out that the products proposed are used by hundreds of satisfied Savvas customers nationwide.

**Attachment B - Professional Services Agreement**

Section 3, Responsibilities of the Contractor, first paragraph, second to last sentence: With regard to disclosure of any information that the City BOE considers confidential, Savvas will notify the City BOE prior to any required disclosure as stated in the RFP unless legally prohibited from doing so.

Section 3.8, Reporting Requirement: Savvas would anticipate discussion with the City BOE regarding any required reporting. This provision would not seem to apply to a contract where the City BOE is purchasing off-the-shelf products and services.

Section 3.9, Student Data Privacy, subsection 3.9.1, third sentence: Savvas will destroy City BOE data within sixty (60) days of a written request and will confirm that deletion has occurred if the City BOE requests confirmation in writing.

Section 3.9, Student Data Privacy, subsection 3.9.3: Savvas will refer requests for data access from a student, parent, or guardian directly to the City BOE and will notify the City BOE as soon as reasonably practicable.

Section 3.9, Student Data Privacy, subsection 3.9.6: Savvas does not offer separate accounts for the

storage of student-generated content; however, it will, at the request of the LEA, provide the LEA with instructions as to how to copy student-generated content that is severable from the product platform so that the City BOE (or a student or other person acting on the student's behalf) may transfer such content to a separate account established and maintained by the City BOE or the student, parent, or guardian.

Section 5, Contract Time, subsection 5.1, Option Period: Savvas guarantees pricing for the initial contract term only; renewals/extensions are subject to then-current pricing.

Section 5, Contract Time, subsection 5.2: Savvas will perform with all diligence; however, timelines for the delivery/implementation of digital software products and the delivery of professional services are affected by multiple variables, many of which are under the control of the City BOE and therefore, Savvas cannot agree to time is of the essence conditions. Additionally, Savvas objects to the imposition of fines or penalties which are not defined. Savvas will negotiate in good faith with the City BOE to determine an agreed upon delivery schedule and associated penalties for failure to meet such a schedule; however, any potential penalty claim would be based on actual damages and limited to the City BOE's documented direct damages for the product or service for which Savvas is in default.

Section 8, Indemnification: Savvas will indemnify the City BOE for direct damages to the extent of Savvas' fault, subject to Savvas receiving prompt notice of any claim and being given the opportunity to control the defense and settlement of the claim. It is Savvas' position that the vendor's indemnification obligation should be limited to its proportional fault, i.e., contract language that requires full indemnification by Savvas and exculpates the City, City's Boards and Board of Education, commissions, agents, officials and employees for any proportional fault is not acceptable. Also, with regard to subsection 8.5, Royalties and Patents, Savvas will indemnify the City BOE for any claim that any product as delivered to the City BOE infringes or violates any valid United States patent or copyright of a third party existing at the time of delivery, subject to Savvas receiving prompt, written notice of any claim and being given the opportunity to control the defense and settlement of the claim. For clarification, the City BOE receives a limited license for use of the offered products rather than rights 'for all time'.

Section 9, Contractor's Insurance; also, Attachment D, Insurance Requirements: Savvas maintains a comprehensive insurance program and can generally meet the listed requirements; however, there may be certain technical aspects of the insurance clause that would need to be negotiated as part of the final contract. For example, additional insured status and waiver of subrogation occur automatically by operation of contract language, not separate policy endorsements. Additionally, Savvas does not provide copies of policies to its customers due to the confidential nature of such information but will provide Certificates of Insurance evidencing the appropriate coverages.

Section 13.1, Termination of Contract for Cause; also, Section 13.4, Rights Upon Cancellation or Termination: Savvas agrees that the City BOE may terminate any resulting contract for breach but requests an opportunity to cure within the notice period. Savvas objects to withholding payments to Savvas unless such withholding is related to the item on which Savvas is in default. Any potential claim for damages would be based on actual direct damages and Savvas' total liability will not exceed the City BOE's actual and documented damages for that item.

Section 14, Ownership of Instruments of Professional Services: For clarification, Savvas acknowledges that any documents, data, studies, reports, specifications, deliverables created specifically for the City BOE under a resulting agreement will belong to City BOE; however, Savvas will retain all rights in and to its pre-existing products, materials, documents, data, studies, reports, specifications and deliverables and any modifications, enhancements, derivatives or customizations thereto, whether created for the City BOE or otherwise.

Savvas Learning Company LLC
Clarifications and Exceptions

Section 17, Assignability: Savvas reserves the right to assign any resulting contract in connection with a merger, acquisition or sale of all or substantially all of Savvas' assets. As such transactions are inherently confidential, Savvas would be unable to notify the City BOE in advance. Should such an event occur during the life of any resulting agreement, Savvas will notify the City BOE as soon as reasonably practicable, and will ensure that the pricing, terms, and conditions of any agreement will be binding on any successor.

Section 26, Conflicts or Disputes: Savvas would anticipate working with the City BOE to create an appropriate order of precedence provision in any resulting contract. Savvas objects to the City BOE's RFP provisions governing over Savvas' response as that may cause confusion regarding provisions to which Savvas has taken exception or indicated in its response that it cannot meet. Savvas is willing to work with the City BOE to develop a mutually agreeable contract provision to address order of precedence.

Section 31, Notice: Savvas requests that notice is effective when received, if delivered by overnight mail or courier service, provided that any notices sent by these methods must allow for proof of delivery (e.g., certified mail, return receipt requested, in the event of a notice sent by mail), or in the case of electronic transmission (such as e-mail), when acknowledged as having been received by the other party.

**Attachment C**

Savvas has signed this form as required; however, its proposal is subject to these clarifications and exceptions and any variations from RFP specifications in its response.

**********

# Additional Data

***Requirement***

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

***Response***

## Our Commitment to Efficacy

Our purpose as a company—and, ultimately, the true measure of our success—is our ability to actually help someone make progress in his or her life. Did we help someone graduate college, learn a new language, get that new job? We find the answers by measuring the outputs of all our inputs, and then trusting what the data tells us.

Savvas's commitment to efficacy finds a formal expression in our efficacy framework. The framework provides a tool or mechanism for evaluating each Savvas solution along with the following four criteria:

- **Outcomes/Impact** assesses the clarity of a solution's intended outcomes, its value for the money, and the quality of its design.
- **Strength of Evidence Base** identifies the comprehensiveness, overall quality, and usability of a solution's claims to effectiveness.
- **Quality of Planning and Implementation** describes the clarity of a solution's overall management plan, the composition of the team assigned to its development, and the monitoring and reporting functions vital to its continued improvement.
- **Capacity to Deliver** allows Savvas to confirm that adequate resources have been assigned to support a solution, that customers are fully prepared to make productive use of the solution, and that other stakeholders have been identified and accommodated.

When the efficacy framework indicates a need for improvement in any of the areas listed above, our depth of resources and breadth of scope allow us to make necessary adjustments. From this, our customers, and their stakeholders—and most importantly, learners—benefit. Our efficacy framework informs our development of new solutions, our analysis of existing products and services, and our plans for improving our current offerings.

All Savvas educational materials are developed, designed, and re-evaluated regularly to confirm they are culturally inclusive and avoid bias.

We use an ongoing process to re-evaluate our products and services to verify that our content does not demean, place judgement, or stereotype individuals or groups of people, and is not derogatory toward people regardless of differences in age, ancestry, appearance, color, culture, disability, gender, gender identity, language, learning limitation, nationality or national origin, physical or mental illness, political view, race, religion, sexual orientation, and socio-economic status. We involve members of diverse ethnic and cultural groups in the concept development of our products as well as in the writing, editing, illustration, and design.

All materials are subject to the stated items in varying capacities and determined by legal contracts upon award of contract. For additional information, please contact your Account Manager.

Please see our “Statement of Qualifications and Work Plan” and “Experience, Expertise, and Capacity” documents for further details.

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202_3__)**
**Persons or Entities Conducting Business with the City**

## I. Outstanding Purchase Orders of Contracts with the City

**A. Contracts** -purchase history with Waterbury School District attached

**No Contracts with the City** ☐

(Service or Commodity Covered by Contract)

(Term of Contract)

---

(Service or Commodity Covered by Contract)

(Term of Contract)

---

(Service or Commodity Covered by Contract)

(Term of Contract)

**B. Purchase Order(s).**

**No Purchase Order(s) with the City** ☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

AP Calculus + MathXL (1-year term)
AP US History: By the People (1-year term)
Carpentry Level 1 Trainee Guide (1-year term)
General Carpentry (1-year term)
AP Chemistry: The central science (6-year term)
CORE Introduction to Basic Construction (1-year term)
Electrical Level 1 (1-year term)
Prentice Hall Earth Science Workbook (1-year term)
Health Science Fundamentals (1-year term)
HS US History Interactive (1-year term)
HS World History Interactive (1-year term)
HVAC Level 1 (1-year term)
Plumbing Level 1 (1-year term)
Qualitative Reading Inventory-7 (1-year term)
AP World Civilizations + MyLab (6-year term)

## 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** [X]

(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.

Savvas Learning Company LLC
(Name of Company, if applicable)

Pamela McNair, Ed.D.
Signature of Individual (or Authorized Signatory)

_01/15/24____
Date

Pamela McNair, Director Implementation
Print or Type Name and Title (if applicable)

DELIVERED | By Mail [X] 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: Savvas Learning Company LLC
15 East Midland Ave Suite 502
Paramus NJ 07652

Print Name and Title of Authorized Representative: Pamela McNair Director Implementation

Signature of Authorized Representative: Pamela McNair, Ed.D.

Date: 01/18/24

(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 that exceed 25% | | | |
| 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

# 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 Illinois

SS.:_____

County of Cook

Pamela McNair, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Director, Implementation of Savvas Learning Company LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

| | Organization Name | Address | Type of Ownership |
|---|---|---|---|
| 1 | None | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

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

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____ )
) SS
County of _____ )

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

**For Corporation**

David Kading
Witness

Pamela McNair
Name of Corporate Signatory

15 East Midland Ave Suite 502 Paramus NJ 07652
Address of Business

Affix
Corporate
Seal

By: Pamela McNair
Name of Authorized Corporate Officer

Its: Director, Implementation
Title

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

State of Illinois )

) SS

County of Cook )

Pamela McNair Pamela McNair, Ed.D. being duly sworn,

deposes and says that he/she is Director, Implementation of Savvas Learning Company 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 16th day of January 2024_.

David W Kading
(Notary Public)

My Commission Expires: 2/23/2025

OFFICIAL SEAL
DAVID W KADING
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/23/2025

# ATTACHMENT C

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

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

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

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

1 01/08/24 _____ 4 _____

2 ___1/10/24_____ 5 _____

3 _____ 6 _____

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

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

82-4606641
Social Security Number
or Federal Identification Number

Savvas Learning Company LLC
Signature of Individual or Corporate Name
inc in Delaware

Pamela McNair
Corporate Officer
(if applicable)

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

Name Savvas Learning Company LLC
By: Pamela McNair Director Implementation
(Title)
Business Address: 15 East Midland Ave Suite 502 Paramus NJ 07652
(City, State, Zip Code)

Type text here

Phone: 201-928-7770
Email: proposals@savvas.com (preferred method)
Date: 12/14/23

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/20/2023

**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**
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Hartford Fire Insurance Co. | 19682 |
| INSURER B: | Hartford Casualty Insurance Co | 29424 |
| INSURER C: | Twin City Fire Insurance Company | 29459 |
| INSURER D: | Sentinel Insurance Company, Ltd | 11000 |
| INSURER E: | ACE American Insurance Company | 22667 |
| INSURER F: | | |

**INSURED**
Savvas Learning Company LLC
15 E Midland Avenue Suite 502
Paramus NJ 07652 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570103120286 **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,

**Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | | | 10UUNHN5501 | 03/29/2023 | 03/29/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$300,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>Included |
| B<br>C | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | 10 UEN DE6213<br>Any Auto<br>10 UEN HN6565<br>(MA) - Scheduled | 03/29/2023<br><br>03/29/2023 | 03/29/2024<br><br>03/29/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000 |
| B | X **UMBRELLA LIAB** / X OCCUR<br>**EXCESS LIAB** / CLAIMS-MADE<br>DED X RETENTION $10,000 | | | 10XHUHN4988 | 03/29/2023 | 03/29/2024 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| D | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>Y/N<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER **(Mandatory in NH)** N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 10WBAC8HB8 | 03/29/2023 | 03/29/2024 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| E | Cyber Liability | | | D95880319<br>Claims Made<br>SIR applies per policy terms & conditions | 03/29/2023 | 03/29/2024 | Professional | $5,000,000 |

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

RE: Core Elementary Reading and Language Arts Program K-5, Waterbury School District in CT, Request for Proposal, RFP #7948. City of Waterbury Department of Education and its Board of Education are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions

**CERTIFICATE HOLDER**

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

**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**

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570103120286

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AGENCY CUSTOMER ID: 570000079202

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Northeast, Inc. | Savvas Learning Company LLC |
| POLICY NUMBER | |
| See Certificate Numbe 570103120286 | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| See Certificate Numbe 570103120286 | |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance
with the policy provisions of policy.



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AGENCY CUSTOMER ID: 570000079202

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Northeast, Inc. | Savvas Learning Company LLC |
| POLICY NUMBER: See Certificate Numbe 570103120286 | |
| CARRIER: See Certificate Numbe 570103120286 / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional WC Carriers:

Trumbull Insurance Company
Sentinel Insurance Company
Hartford Underwriters Insurance Company
Hartford Casualty Insurance Company
Property & Casualty Insurance Company of Hartford
Twin City Fire Insurance Company
Hartford Accident and Indemnity Insurance Company
Hartford Fire Insurance Company



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Every student has the potential to change the world. It starts with students feeling a strong sense of belonging within a learning community that values their experiences, sets high expectations, and makes content meaningful and accessible. With our award-winning curriculum, teachers can create this community and engage all students in rigorous content that is characterized by inquiry, collaboration, and personalization.



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iLit20 myPerspectives ENGLISH LANGUAGE ARTS

# Digital Walkthrough Guide

WATERBURY PUBLIC SCHOOLS







Hello Waterbury reviewer,

The Savvas team crafted this **Digital Walkthrough Guide** as a resource to support you as you dive into *iLit20,* the perfect partner to my Perspectives ® designed to accelerate reading proficiency and confidence through additional personalized practice.

Please remember this is a simulated experience and may not contain all of the assignments students will receive after they have taken the GRADE assessment. At the end of the guide, please find a link to the Word Reading Lessons: Phonics Scope and Sequence. These lessons are assigned to students if they score a K or 1 GLE on the GRADE.

Thanks so much for taking the time to dig in to *iLit20*. We look forward to partnering with you in the future.

-Greer, Ashley, Amber, Karen, Mia, and John

# Getting Started

## Welcome to iLit20!

Designed to supplement core ELA instruction, *iLit20* builds all students' capacity to read and respond to increasingly complex texts. The program accelerates literacy skills for all students through independent, self-guided and leveled-reading from a diverse library of 3000+ nonfiction adn fiction texts and includes options to personalize learning with adaptive study plans in vocabulary grammar, spelling, and word study.

## Sign in to *iLit20*

To login: Click or type the following into the navigation bar TeachiLit.com

On the login screen choose *Classview Preview District (30 day), Chandler, AZ.* Then, use the username and password credentials provided to log in to the *iLit20* program.

## *iLit20* Login Credentials

Username: wpsteacher

Password: 1password




**TEACHER LOGIN:** TeachiLit.com

# Settings

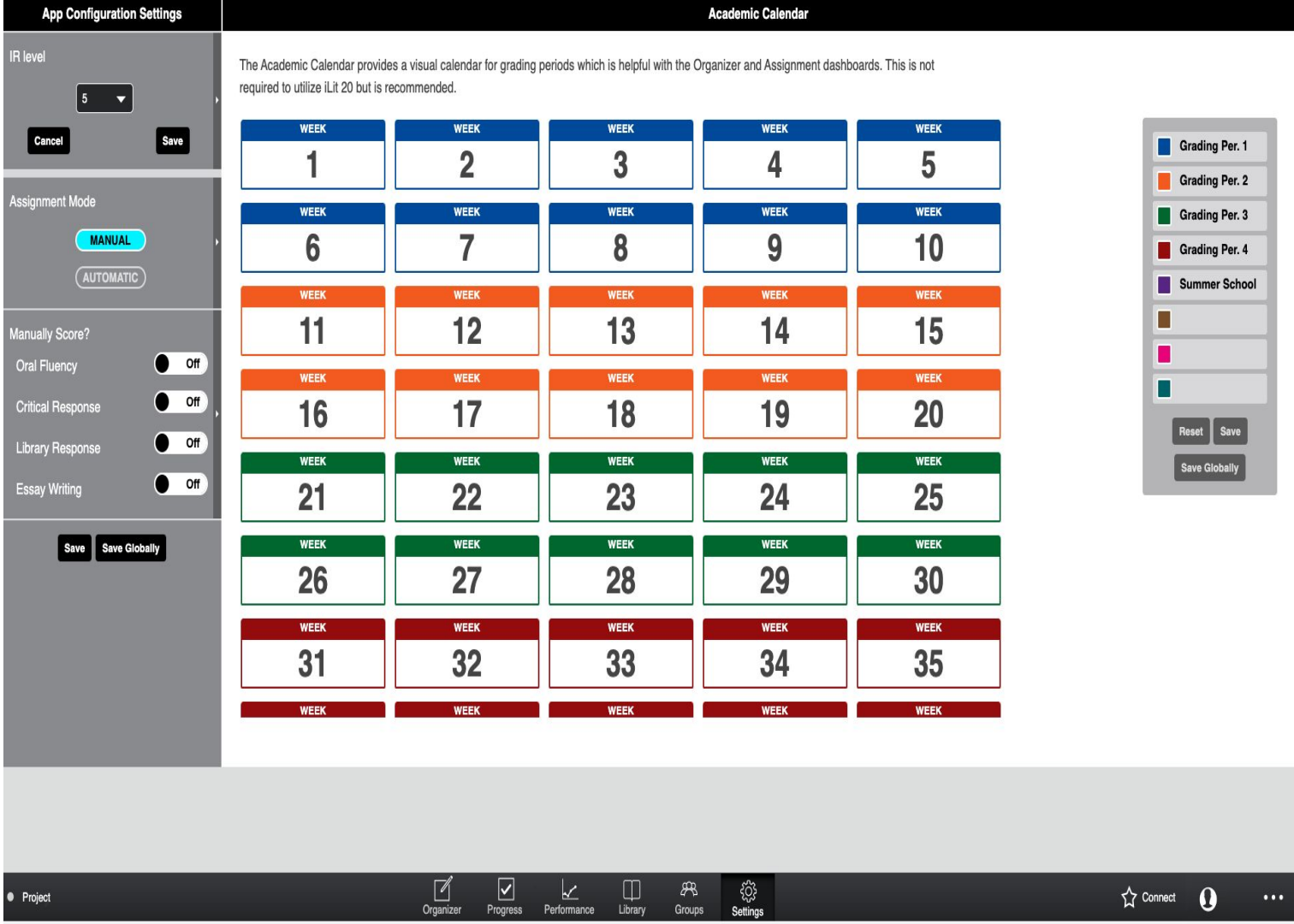
Upon login you will see the App Configuration Settings and Academic Calendar Screen.

Notice the IR level icon in the top left hand corner of the screen. The default reading level is 5 and can be updated to any value from 1 to 9.

If students complete the Group Reading Assessment and Diagnostic Evaluation (**GRADE**), their performance on it will determine their initial Interactive Reader level.

Note: Assignment Mode can be set to **AUTOMATIC** if the teacher wants the program to send and score assignments automatically.

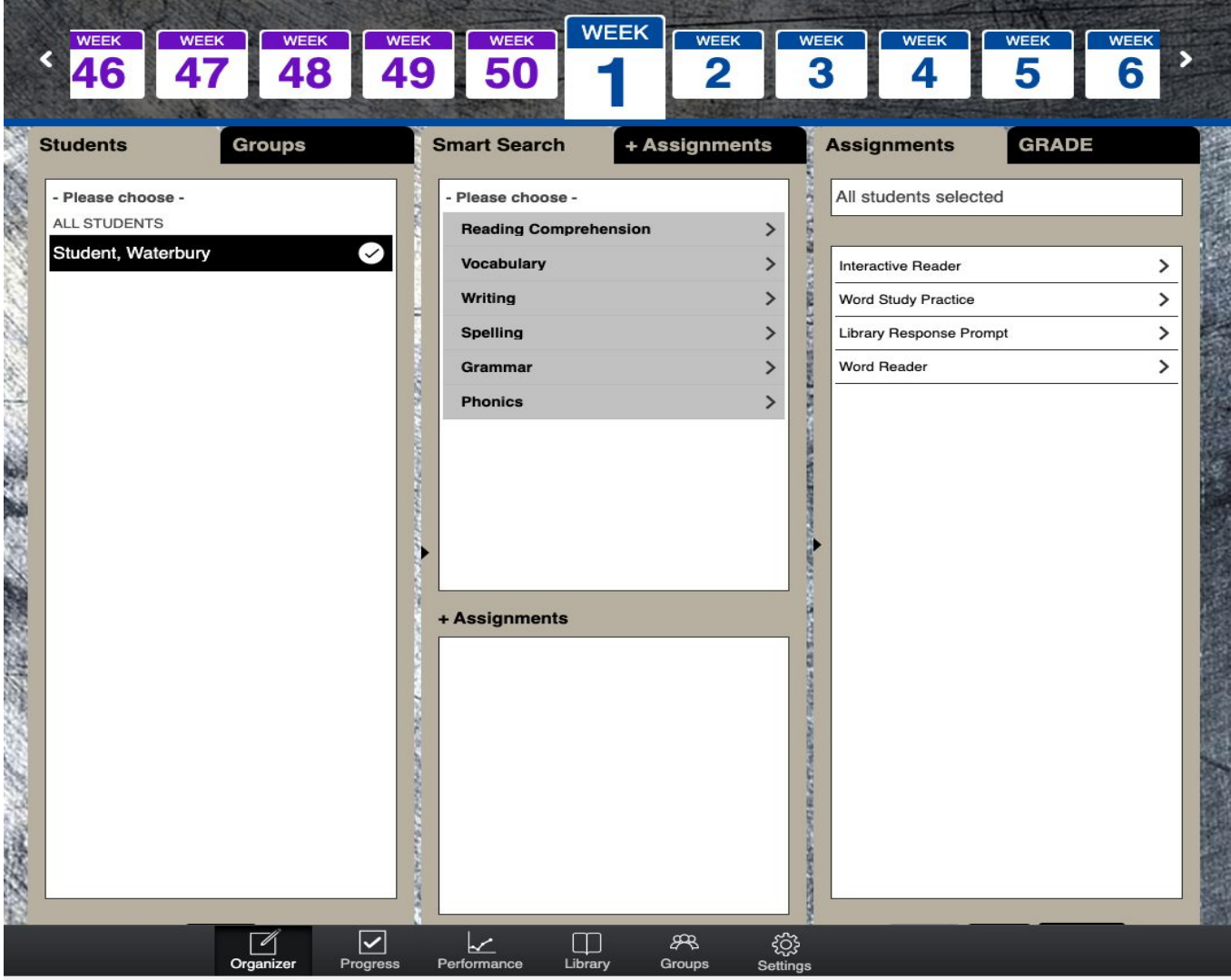
If selected, the program will send and score the Interactive Reader, Word Study Practice, Library Response Prompt, and Word Reader automatically.



# Reading Comprehension Assignments

1. Click on the **Organizer** icon at the bottom of the screen to explore the Reading Comprehension assignments students may receive based on the GRADE assessment.

2. Click on **Reading Comprehension.** Scroll to **Identify Author's Purpose.** Under +Assignments, click on the second **"i"** icon (Author's Purpose: ***The Chase***). Click **Preview** to view the Comprehension tutorial. Scroll across to begin reading ***The Chase.*** Click **Input Answers** to respond to comprehension questions. Click **Save and Exit** to return to the Assignments screen.

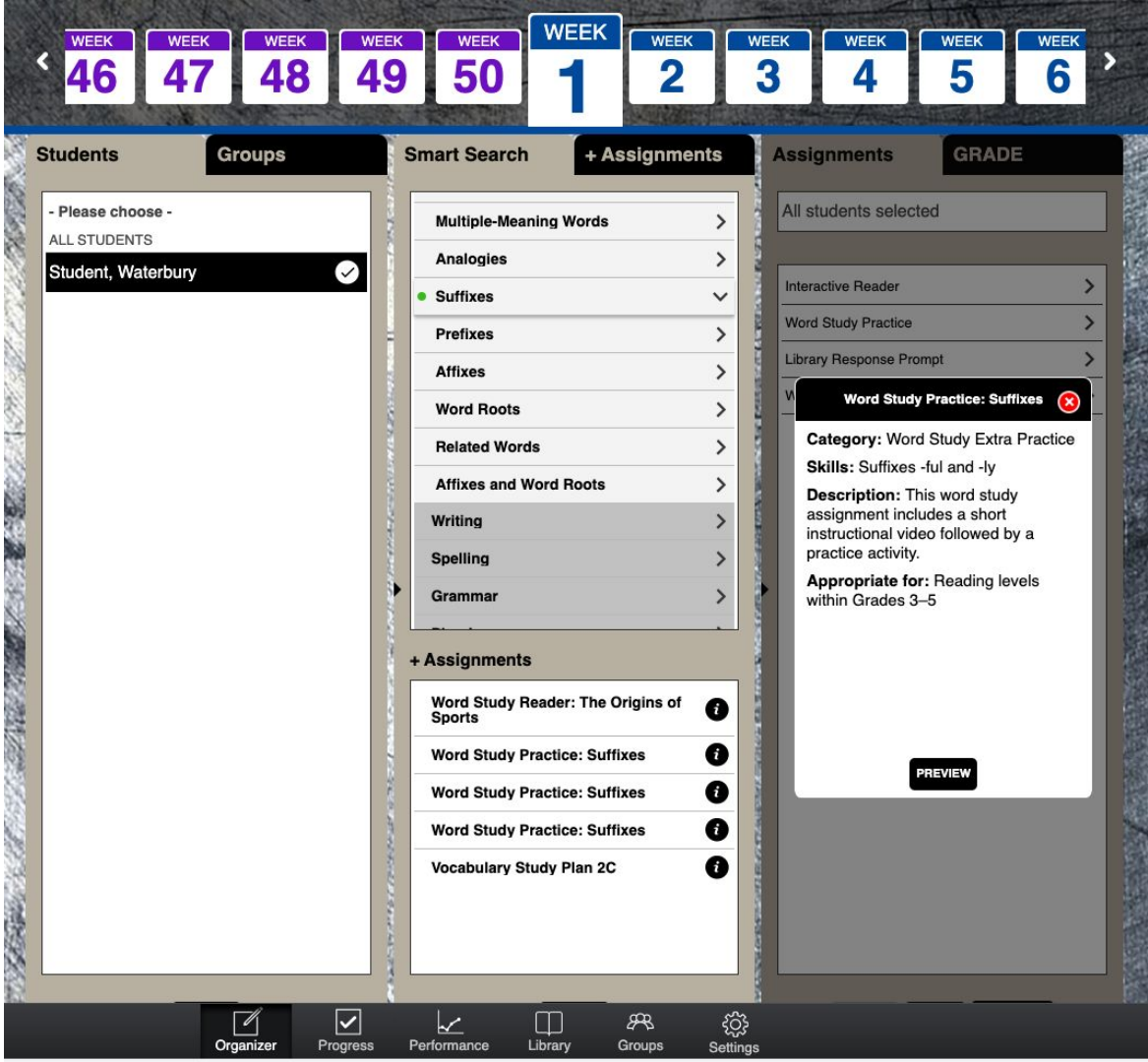


# Vocabulary

1. Click on the **caret** symbol next to Reading Comprehension to reset the screen. Then click on **Vocabulary** to explore assignments students may receive based on the GRADE assessment.

2. Scroll down to **Suffixes**. Click on the 3rd "**i**" icon (Word Study Practice: Suffixes). Click on **Preview**. Play the direct instruction video about suffixes. On the next screen use the tiles to create words with suffixes. Submit your answers. Click **Save and Exit** to return to the Assignments screen.

3. Scroll up and lick on **Acquire Vocabulary**. Under **+Assignments** click on the 3rd "**i**" icon (Word Study Practice: Homographs). Click **Preview**. Play the direct instruction video. On the next screen choose the best answer from the 4 provided. Click **Submit Answers**. Click **Save and Exit** to return to the Assignments screen.



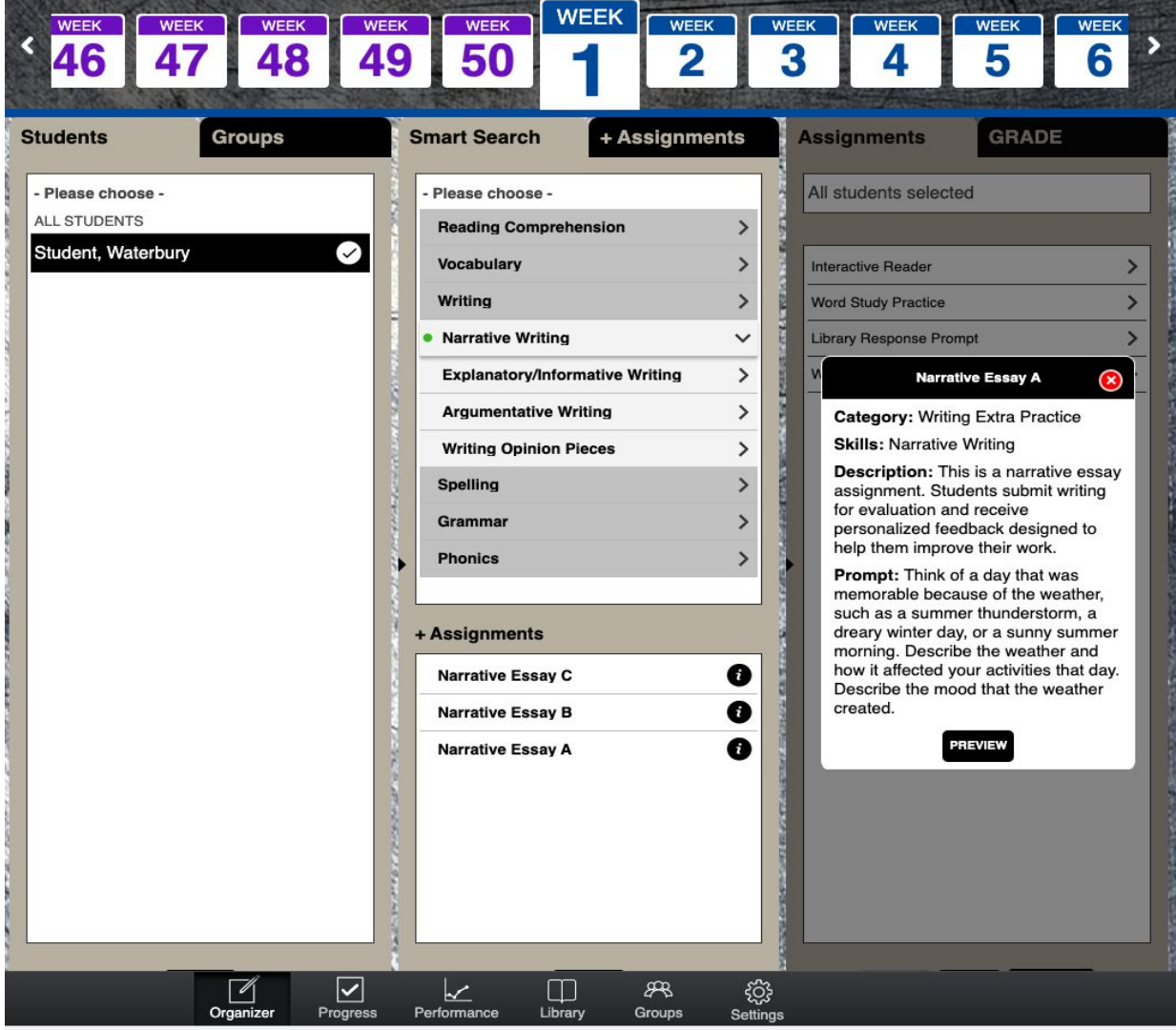
# Writing

1. Click on the **caret** symbol next to Vocabulary to reset the screen. Then click on **Writing** to explore assignments students may receive based on the GRADE assessment.

2. Click on **Narrative Writing**. Under **+Assignments**, select **Narrative Essay A**. Click **Preview.** On the following screen you will see a **prompt**. Use the tabs to complete the **intro**, **body**, **conclusion**, and **whole essay**.

3. Notice the **Instruction** heading on the right side of the screen. Click on each on option to view direct instruction students receive.

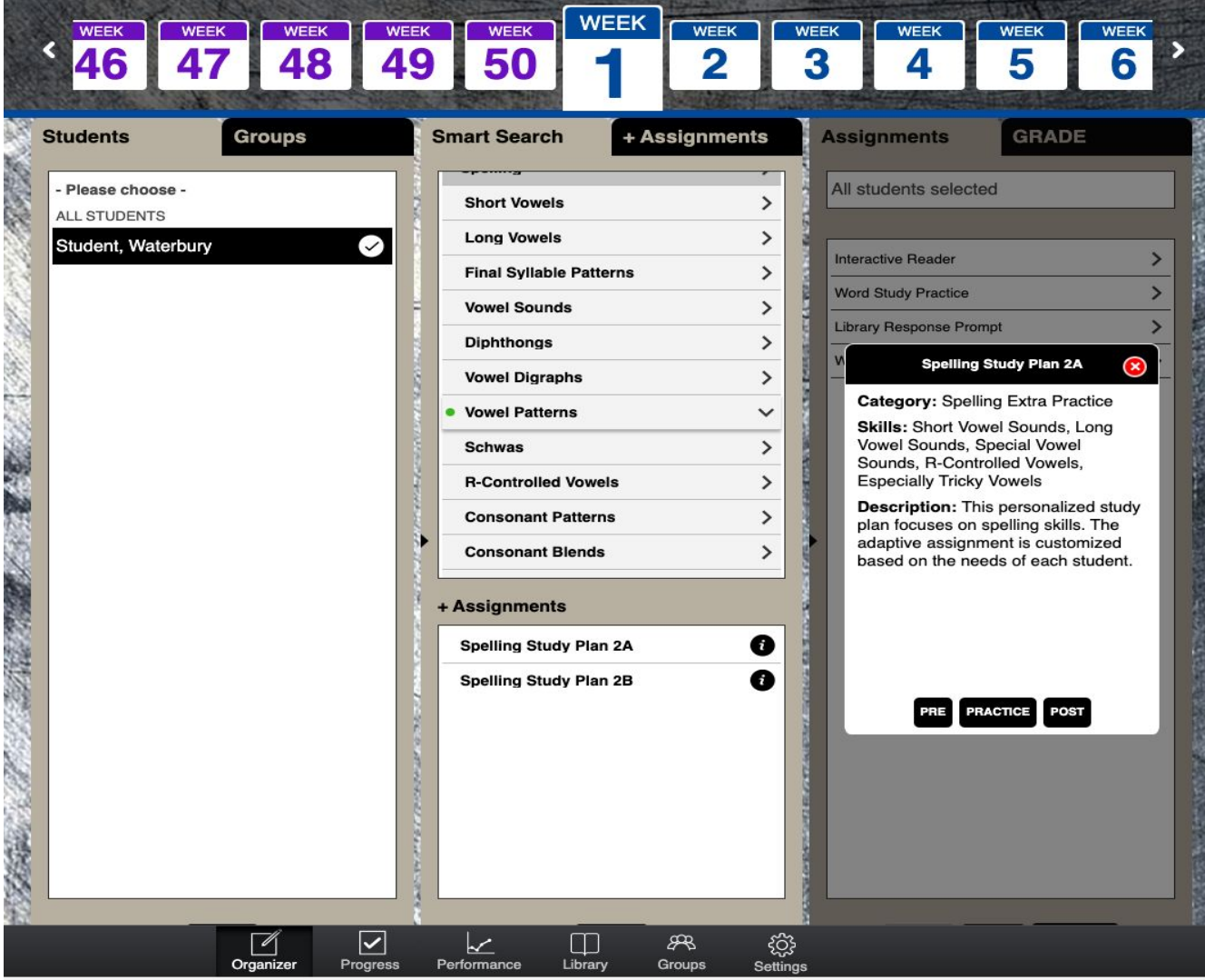
4. Try out the **Feedback** button after you have written something in one of the 4 tabs. Click **Save and Exit** to return to the Assignments screen.



## Spelling

1. Click on the **caret** symbol next to Writing to reset the screen. Then click on **Spelling** to explore assignments students may receive based on the GRADE assessment.

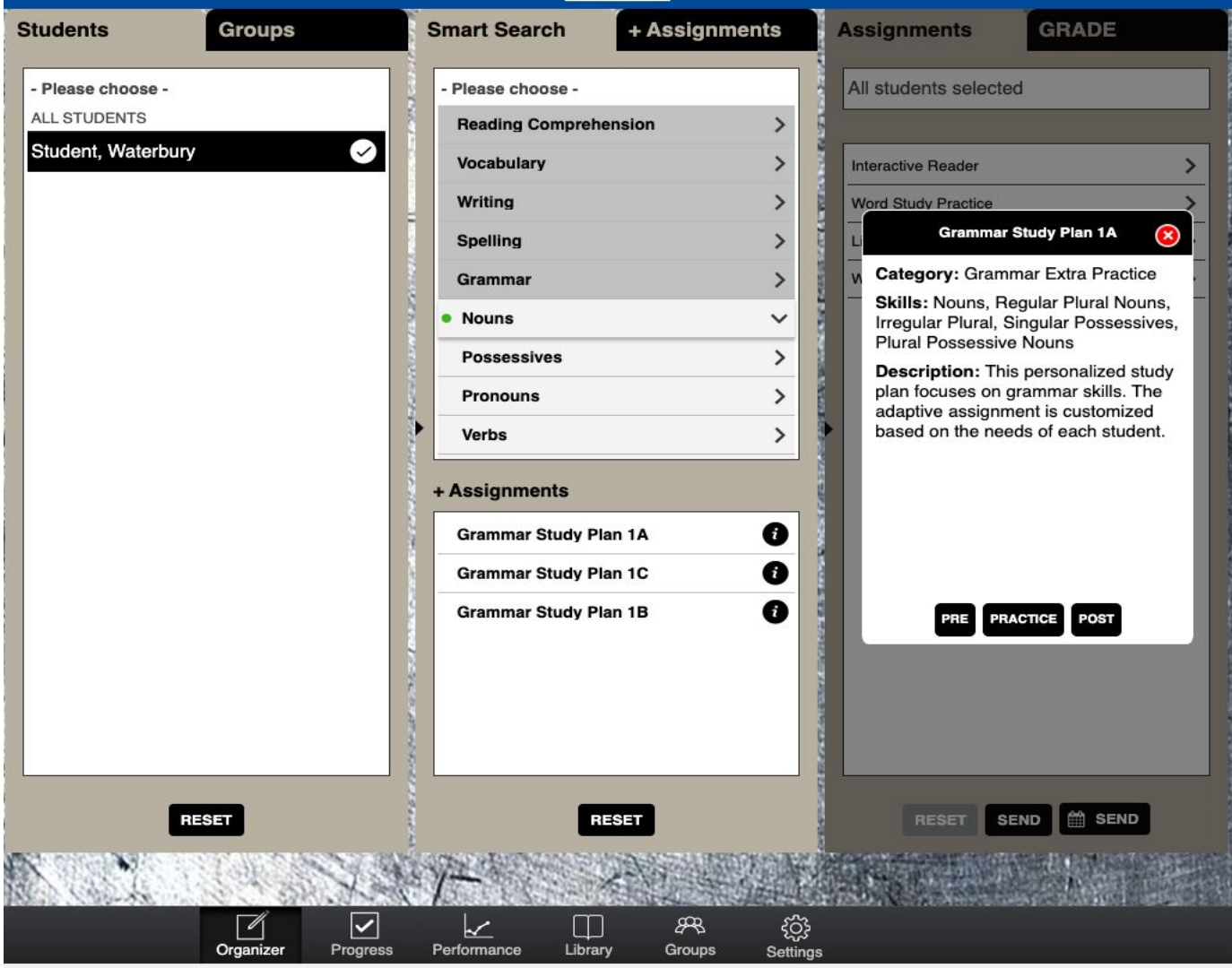
2. Scroll down to **Vowel Patterns.** Under **+Assignments,** click on **Spelling Study Plan 2A.** Click on **PRE** to complete the pre-assessment. Click **Save and Exit** to return to the Assignments screen.



# Grammar

1. Click on the **caret** symbol next to Spelling to reset the screen. Then click on **Grammar** to explore assignments students may receive based on the GRADE assessment.

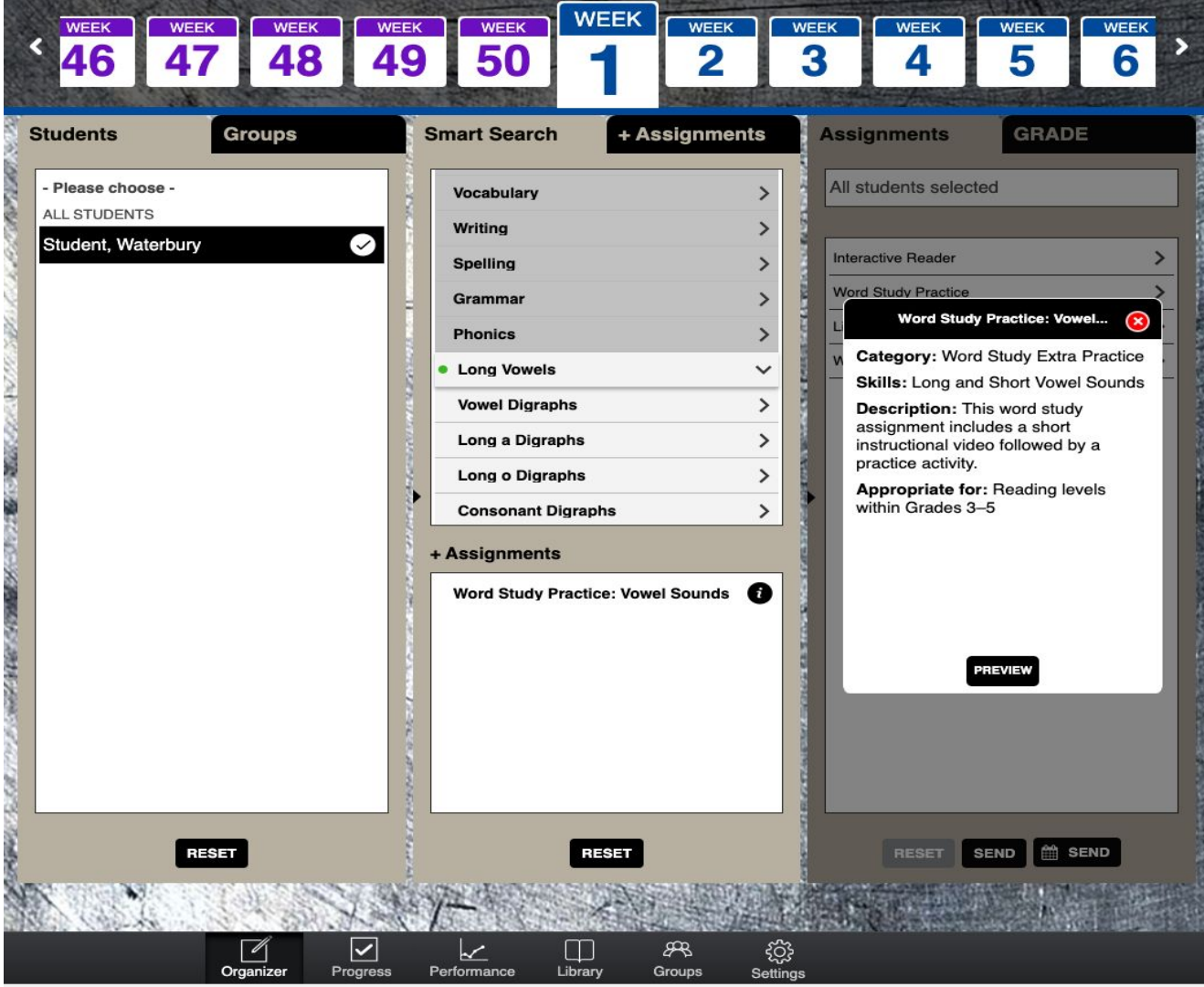
2. Click on **Nouns**. Click on **Grammar Study Plan 1A**. Click on **Practice** to access the corresponding Spelling Tutorial**.** Click **Save and Exit** to return to the Assignment screen.



## Phonics

1. Click on the **caret** symbol next to Grammar to reset the screen. Then click on **Phonics** to explore assignments students may receive based on the GRADE assessment.

2. Scroll down to **Phonics**. Click on **Long Vowels**. Click on **Word Study Practice: Vowel Sounds**. Select **Preview**. Play the **Word Study Practice** direct instruction tutorial. On the next screen, choose the best choice from the lists provided. **Submit Answers**. Click **Save and Exit** to return to the Assignments screen.



# Interactive Reader

Each week students read nonfiction texts at their independent reading level and respond to selections through auto-scored writing.

To explore the Interactive Reader student experience:

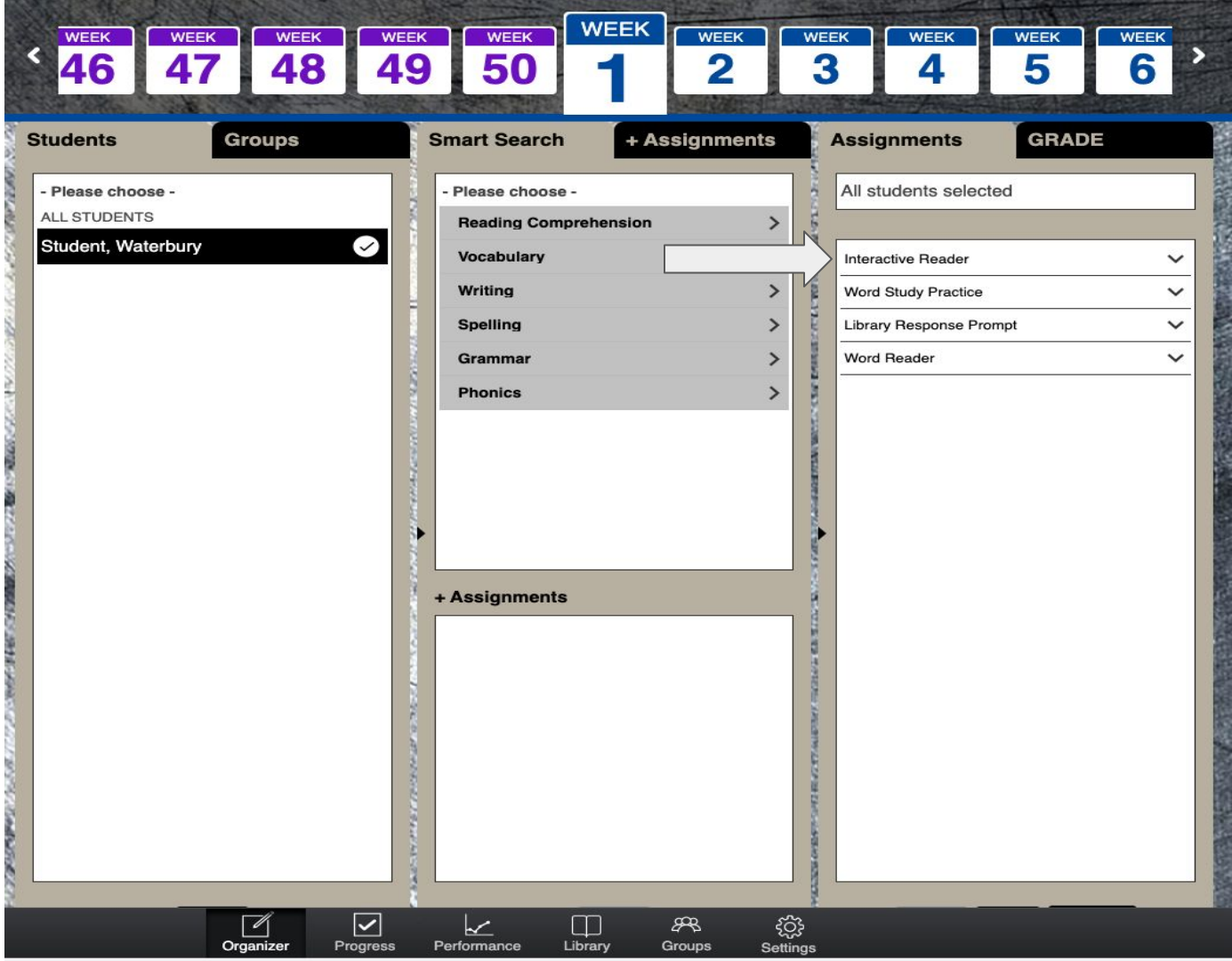
1. Click on **Interactive Reader**.

2. Click on **Connecting Through Time** and select **View**.

3. Read the texts and complete the Reading Checkpoints.

4. Complete the writing assignment. Be sure to try out the Feedback feature.

5. Click **Save and Exit** to return to the Assignments screen.



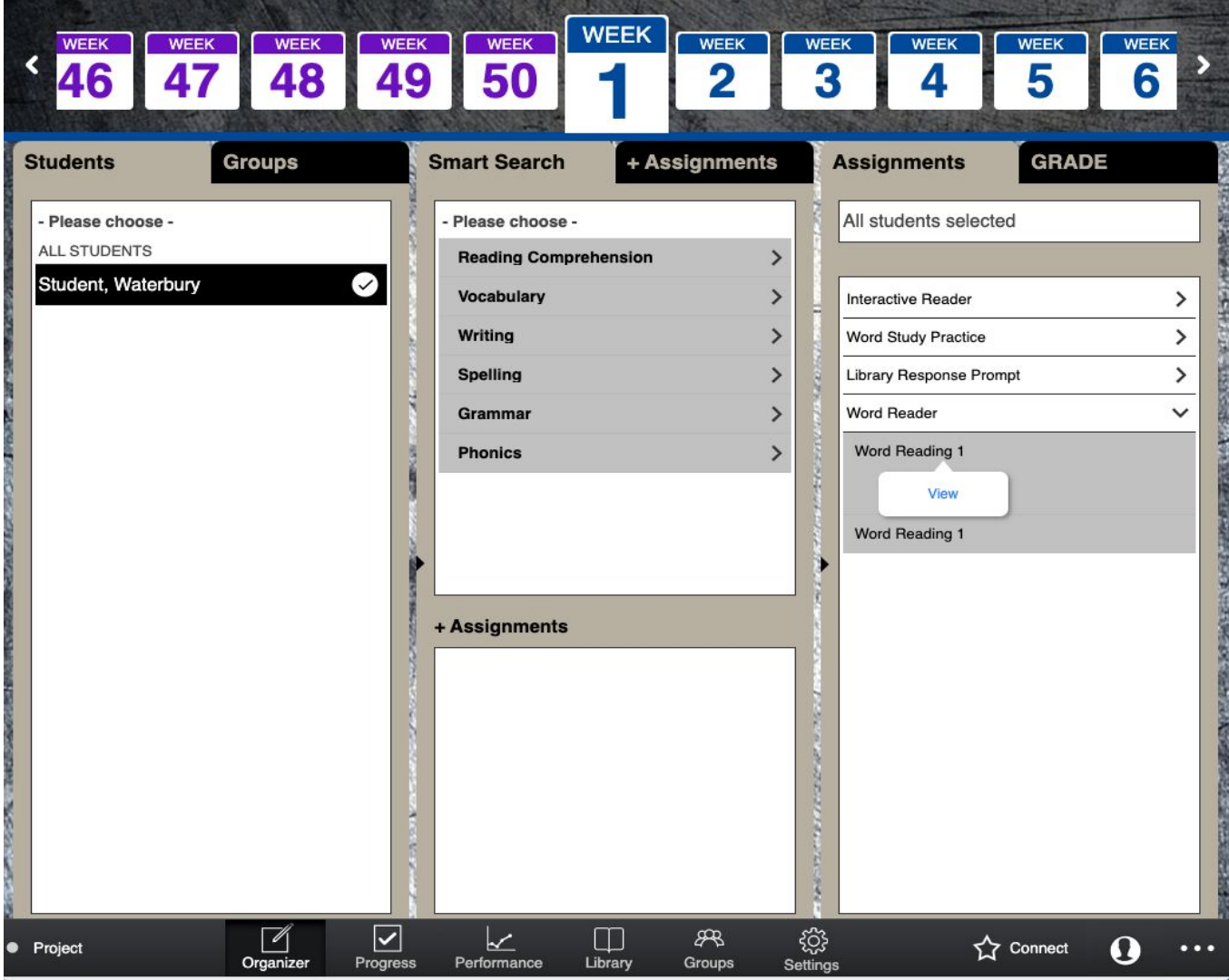
# Word Reading Lessons

Word Reading Lessons are sent to students needing additional work in foundational literacy skills.

1. Click on **Word Reader** to view examples of Word Reading lessons.

2. Click **View**. Play the direct instruction video. On the next screen, use the tiles to complete the assignment and select score. Click Save and Exit to return to the Assignments screen.

*Click here to access the *iLit20* Word Reading Lessons: Phonics Scope and Sequence.

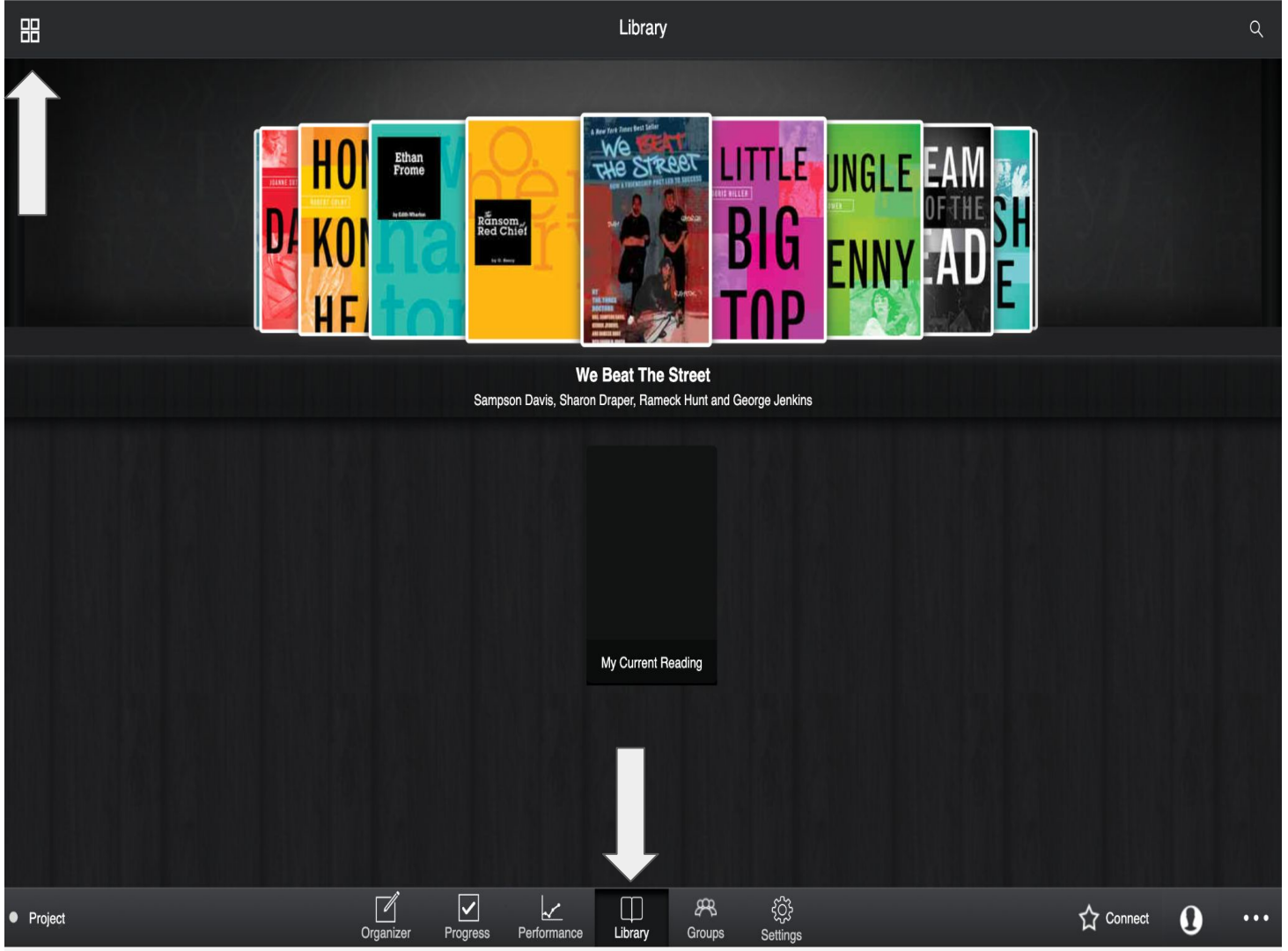


# Independent Library

*iLit20* provides a reading level for each student and then allows them to choose from hundreds of texts at their independent reading level.

To Access the independent reading library, click on the **Library** icon at the bottom of the screen.

Click the “**waffle**” in the upper left corner of the screen to see all titles.



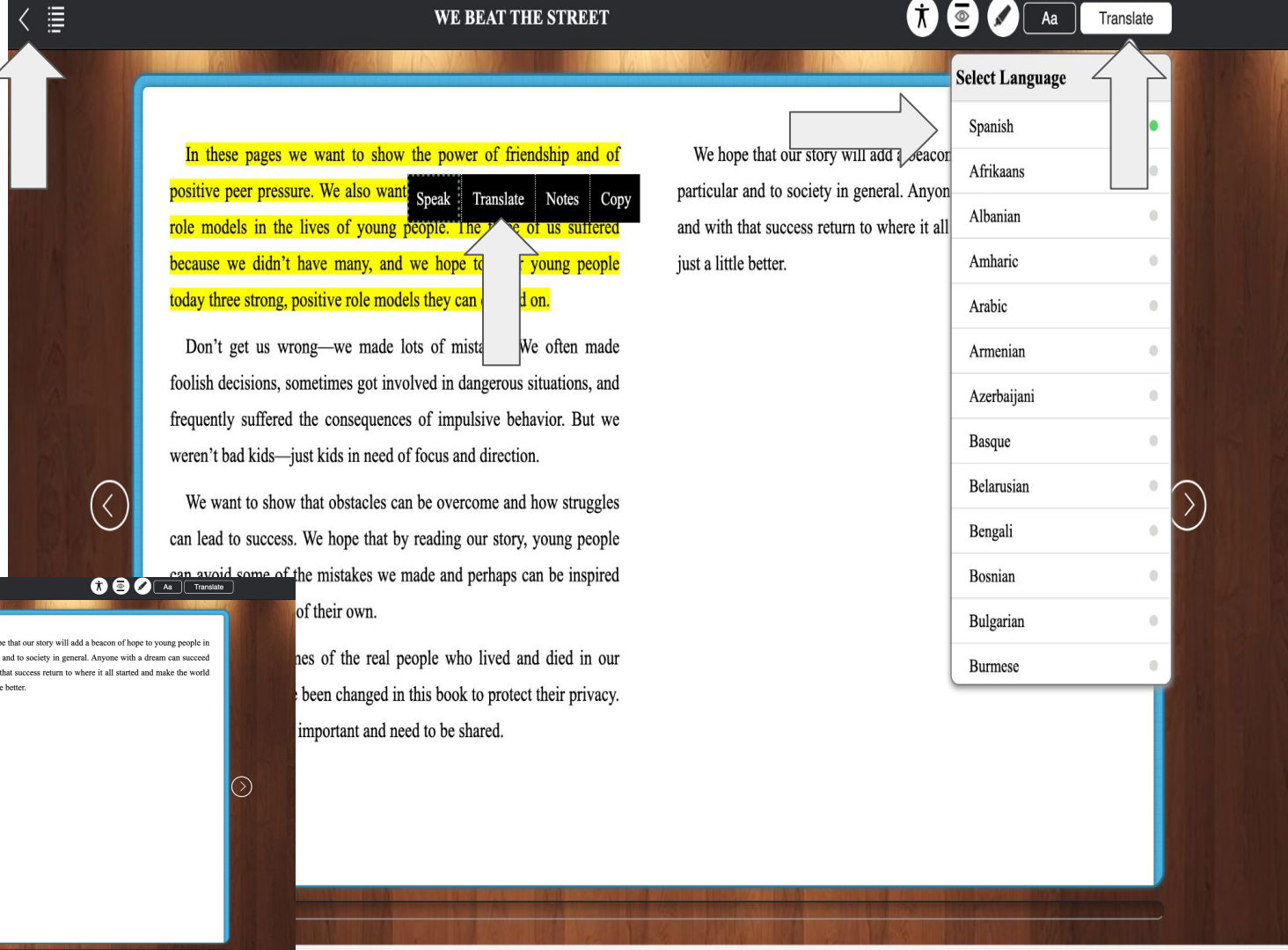
# Independent Reading Translations

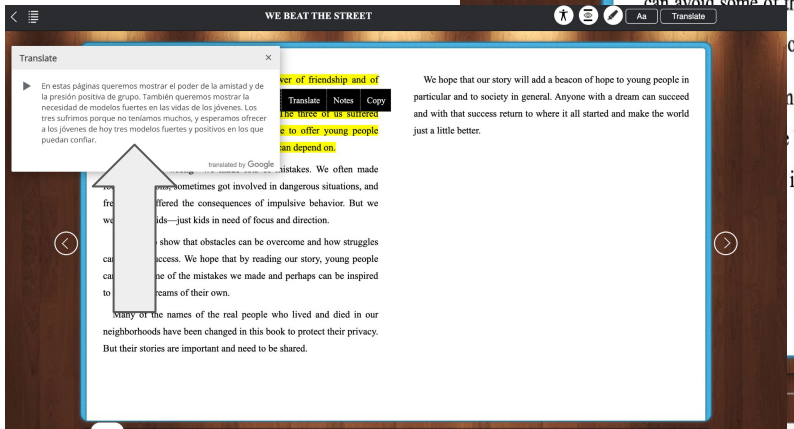
1. To review the translation feature, select a title (ex. We Beat the Street).

2. Click the **Translate** button in the upper right hand corner of the screen and select the language.

3. Double click the passage to highlight and click **Translate**.

4. Click the arrow in the left corner to return to the home screen.



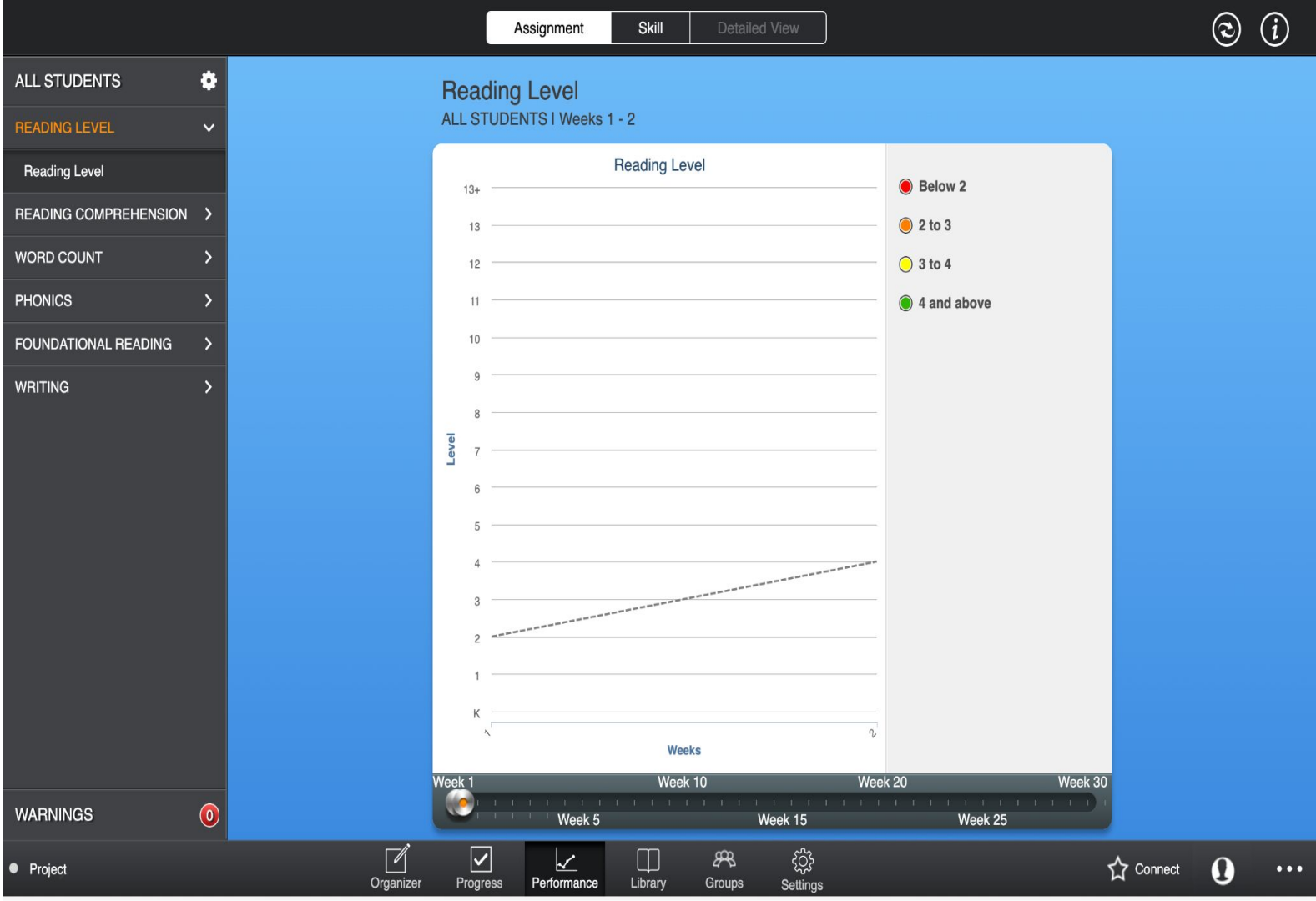



# Data

Performance data is accessed by clicking the **Performance** button at the bottom of the screen.

To learn more about the types of data in *iLit20* click here.

Click here to access even more information about *iLit20* and how it accelerates reading proficiency.



# 5 Ways to Power Up *myPerspectives*®

## Additional Personalized Reading Practice with *iLit20*

myPerspectives® ENGLISH LANGUAGE ARTS + iLit20

### Personalized Practice

***iLit20*** provides a reading level for each student and then allows them to choose from hundreds of texts at their independent reading level.

### Adaptive Instruction

Students automatically receive new nonfiction interactive texts each week. These texts adjust to student performance and automatically increase in complexity to grow with students throughout the year.

### Student Choice and Voice

With access to 3,000+ engaging and relevant digital books throughout the year, students can be sure to find books on topics they love for independent reading! Translations are available in more than 100 languages.

### Additional Support

Easily assign adaptive study plans in grammar, vocabulary, and spelling for students whose writing would benefit from additional asynchronous instruction and practice. Age-appropriate foundational skills work is also available for students who need it.

### Real-Time Data

View books read, words read, and watch student reading levels increase throughout the year.

SAVVAS

Kevin McCaffery
Director of Purchasing
Waterbury Public School Dist
236 Grand St
Waterbury, CT 06702-1933
United States

**Quote Number:** 255799-15
**Quote Creation Date:** 05-23-2024
**Quote Expiration Date:** 09-30-2024

**Quote Release:** 15

# MyPerspectives + iLit20 + iLit45 for Waterbury (5.23)

## Price Quote Summary

| Solution | Base Amount | Free Amount | Total |
|---|---|---|---|
| **Inspire Literacy (iLit)** | $ 555,809.80 | $ 999.50 | $ 555,809.80 |
| **myPerspectives English Language** | $ 1,393,950.00 | $ 186,069.00 | $ 1,393,950.00 |
| **myPerspectives Professional** | $ 91,700.00 | | $ 91,700.00 |
| **Technology Integration** | | | $ 7,296.00 |
| **Solution Subtotal** | **$ 2,048,755.80** | **$ 187,068.50** | **$ 2,048,755.80** |

| | |
|---|---|
| **Shipping & Handling** | **$ 57,139.39** |
| **Total** | **$ 2,105,895.19** |

## Price Quote Detail

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| **Inspire Literacy (iLit)** | | | | | | |
| **Inspire Literacy (iLit) - iLit ELL** | | | | | | |
| 9781418837273 | ILIT EMERGE CONTENT READERS (SOFTCOVER) SADDLEBACK | 682.50 | 0 | 2 | $0.00 | $1,365.00 |
| 9781418837280 | ILIT ENGAGE CONTENT READERS (SOFTCOVER) SADDLEBACK | 682.50 | 0 | 2 | $0.00 | $1,365.00 |
| 9781418306748 | ILIT 2019 TWEEN GO ENGAGE BOX GRADE 4/10 | 682.50 | 0 | 2 | $0.00 | $1,365.00 |
| | **Inspire Literacy (iLit) - iLit ELL Subtotal** | | | | | **$ 4,095.00** |

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| **Inspire Literacy (iLit) - iLit Literacy** | | | | | | |
| 9780328947324 | ILIT45 SKILL PRACTICE WORKBOOK 1-YEARLEVEL A | 23.00 | 0 | 100 | $0.00 | $2,300.00 |
| 9780328947331 | ILIT45 SKILL PRACTICE WORKBOOK 1-YEAR LEVEL B | 23.00 | 0 | 100 | $0.00 | $2,300.00 |
| 9780328947348 | ILIT45 SKILL PRACTICE WORKBOOK 1-YEAR LEVEL C | 23.00 | 0 | 100 | $0.00 | $2,300.00 |
| 9780328947355 | ILIT45 SKILL PRACTICE WORKBOOK 1-YEAR LEVEL D | 23.00 | 0 | 100 | $0.00 | $2,300.00 |
| 9780328947362 | ILIT45 SKILL PRACTICE WORKBOOK 1-YEAR LEVEL E | 23.00 | 0 | 100 | $0.00 | $2,300.00 |
| 9780328947379 | ILIT45 SKILL PRACTICE WORKBOOK 1-YEAR LEVEL F | 23.00 | 0 | 50 | $0.00 | $1,150.00 |
| 9780328947386 | ILIT45 SKILL PRACTICE WORKBOOK 1-YEAR LEVEL G | 23.00 | 0 | 50 | $0.00 | $1,150.00 |
| 9781418837310 | ILIT DECODE READERS SET 1 (SOFTCOVER) SADDLEBACK | 649.95 | 0 | 2 | $0.00 | $1,299.90 |
| 9781418837327 | ILIT DEVELOP READERS SET 2 (SOFTCOVER) SADDLEBACK | 649.95 | 0 | 2 | $0.00 | $1,299.90 |
| 9781418837341 | ILIT HIGH SCHOOL PRINT LIBRARY (SOFTCOVER) SADDLEBACK | 1134.00 | 0 | 5 | $0.00 | $5,670.00 |
| 9781418837358 | ILIT MIDDLE SCHOOL PRINT LIBRARY (SOFTCOVER) SADDLEBACK | 1128.00 | 0 | 5 | $0.00 | $5,640.00 |
| 9781418837303 | ILIT SOAR CONTENT READERS (SC) SADDLEBACK | 682.50 | 0 | 2 | $0.00 | $1,365.00 |
| | **Inspire Literacy (iLit) - iLit Literacy Subtotal** | | | | | **$ 29,074.80** |

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| **iLit Professional Books** | | | | | | |
| 9781418280468 | ILIT 2017 ILIT 45 TEACHER'S RESOURCE GUIDE VOLUME 2 PLUS ILIT PROGRAM OVERVIEW VOLUME 1 | 99.95 | 10 | 0 | $999.50 | $0.00 |
| 9781418306755 | ILIT 2019 TWEEN GO EMERGE BOX GRADE 4/10 | 682.50 | 0 | 2 | $0.00 | $1,365.00 |
| | **iLit Professional Books Subtotal** | | | | **$ 999.50** | **$ 1,365.00** |
| **iLit Professional Learning** | | | | | | |
| 9781402628443 | ILIT INITIAL TRAINING - 1 ONSITE DAY | 3450.00 | 0 | 1 | $0.00 | $3,450.00 |
| 0000000117153 | ILIT: PRODUCT IMPLEMENTATION ESSENTIALS ADVANCED | 3450.00 | 0 | 1 | $0.00 | $3,450.00 |
| 0000000125084 | VIRTUAL ILIT IMPLEMENTATION ESSENTIAL 3-HOURS | 1500.00 | 0 | 6 | $0.00 | $9,000.00 |
| 0000000125114 | VIRTUAL ILIT INITIAL TRAINING 2-HOURS | 700.00 | 0 | 6 | $0.00 | $4,200.00 |
| 0000000125095 | VIRTUAL ILIT PROFESSIONAL DEVELOPMENT TRAINING 1-HOUR | 700.00 | 0 | 6 | $0.00 | $4,200.00 |
| 0000000125105 | VIRTUAL ILIT PROFESSIONAL DEVELOPMENT TRAINING 3-HOURS | 1500.00 | 0 | 4 | $0.00 | $6,000.00 |
| 0000000117161 | ILIT - JOB EMBEDDED SERVICE | 3650.00 | 0 | 6 | $0.00 | $21,900.00 |
| | **iLit Professional Learning Subtotal** | | | | **$ 0.00** | **$ 52,200.00** |
| **iLit Software** | | | | | | |
| 9781418339548 | ILIT 20 MINUTE DIGITAL COURSEWARE 4-YEAR LICENSE BUNDLED WITH MYPERSPECTIVES | 55.20 | 0 | 6,450 | $0.00 | $356,040.00 |

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 9781418339449 | ILIT 45 MINUTE DIGITAL COURSEWARE 4-YEAR LICENSE | 226.07 | 0 | 500 | $0.00 | $113,035.00 |
| | **iLit Software Subtotal** | | | | **$ 0.00** | **$ 469,075.00** |
| | **Inspire Literacy (iLit) Subtotal** | | | | **$ 999.50** | **$ 555,809.80** |

## myPerspectives English Language Arts

**Grade 10 - Consumable + Rev Asst**

| | | | | | | |
|---|---|---|---|---|---|---|
| 9798213012323 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION 4-YEAR + 4-YEAR REVISION ASSISTANT + 4-YEAR LICENSE GRADE 10 | 147.00 | 100 | 1,600 | $14,700.00 | $235,200.00 |
| | **Grade 10 - Consumable + Rev Asst Subtotal** | | | | **$ 14,700.00** | **$ 235,200.00** |

**Grade 10 - SE/TE**

| | | | | | | |
|---|---|---|---|---|---|---|
| 9781428516717 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 10 | 181.50 | 66 | 0 | $11,979.00 | $0.00 |
| | **Grade 10 - SE/TE Subtotal** | | | | **$ 11,979.00** | **$ 0.00** |

**Grade 11 - Consumable + Rev Asst**

| | | | | | | |
|---|---|---|---|---|---|---|
| 9798213012330 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION 2-VOL 4-YEAR + 4-YEAR REVISION ASSISTANT + 4-YEAR LICENSE GRADE 11 | 147.00 | 100 | 1,300 | $14,700.00 | $191,100.00 |
| | **Grade 11 - Consumable + Rev Asst Subtotal** | | | | **$ 14,700.00** | **$ 191,100.00** |

**Grade 11 - SE/TE**

| | | | | | | |
|---|---|---|---|---|---|---|
| 9781428516724 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 11 | 181.50 | 66 | 0 | $11,979.00 | $0.00 |
| | **Grade 11 - SE/TE Subtotal** | | | | **$ 11,979.00** | **$ 0.00** |

**Grade 12 - Consumable + Rev Asst**

| | | | | | | |
|---|---|---|---|---|---|---|
| 9798213012347 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION 2-VOL 4-YEAR + 4-YEAR REVISION ASSISTANT + 4-YEAR LICENSE GRADE 12 | 147.00 | 100 | 1,200 | $14,700.00 | $176,400.00 |

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| | **Grade 12 - Consumable + Rev Asst Subtotal** | | | | **$ 14,700.00** | **$ 176,400.00** |
| **Grade 12 - SE/TE** | | | | | | |
| 9781428516731 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 12 | 181.50 | 66 | 0 | $11,979.00 | $0.00 |
| | **Grade 12 - SE/TE Subtotal** | | | | **$ 11,979.00** | **$ 0.00** |
| **Grade 6 - Consumable + LSDA + Rev Asst** | | | | | | |
| 9798213047981 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION + 4-YEAR REVISION ASST + 4-YEAR LSDA + 4-YEAR GRADE 6 | 150.00 | 100 | 1,400 | $15,000.00 | $210,000.00 |
| | **Grade 6 - Consumable + LSDA + Rev Asst Subtotal** | | | | **$ 15,000.00** | **$ 210,000.00** |
| **Grade 6 - SE/TE** | | | | | | |
| 9781428516533 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 6 | 173.50 | 66 | 0 | $11,451.00 | $0.00 |
| | **Grade 6 - SE/TE Subtotal** | | | | **$ 11,451.00** | **$ 0.00** |
| **Grade 7 - Consumable + LSDA + Rev Asst** | | | | | | |
| 9798213047998 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION + 4-YEAR REVISION ASST + 4-YEAR LSDA + 4-YEAR LICENSE GRADE 7 | 150.00 | 100 | 1,400 | $15,000.00 | $210,000.00 |
| | **Grade 7 - Consumable + LSDA + Rev Asst Subtotal** | | | | **$ 15,000.00** | **$ 210,000.00** |
| **Grade 7 - SE/TE** | | | | | | |
| 9781428516540 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 7 | 173.50 | 66 | 0 | $11,451.00 | $0.00 |
| | **Grade 7 - SE/TE Subtotal** | | | | **$ 11,451.00** | **$ 0.00** |
| **Grade 8 - Consumable + LSDA + Rev Asst** | | | | | | |
| 9798213048001 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION + 4-YEAR REVISION ASST + 4-YEAR LSDA + 4-YEAR LICENSE GRADE 8 | 150.00 | 100 | 1,250 | $15,000.00 | $187,500.00 |

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| | **Grade 8 - Consumable + LSDA + Rev Asst Subtotal** | | | | **$ 15,000.00** | **$ 187,500.00** |
| **Grade 8 - SE/TE** | | | | | | |
| 9781428516557 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 8 | 173.50 | 66 | 0 | $11,451.00 | $0.00 |
| | **Grade 8 - SE/TE Subtotal** | | | | **$ 11,451.00** | **$ 0.00** |
| **Grade 9 - Consumable + Rev Asst** | | | | | | |
| 9798213012316 | MYPERSPECTIVES 2025 CONSUMABLE STUDENT EDITION 4-YEAR + 4-YEAR REVISION ASSISTANT + 4-YEAR LICENSE GRADE 09 | 147.00 | 100 | 1,250 | $14,700.00 | $183,750.00 |
| | **Grade 9 - Consumable + Rev Asst Subtotal** | | | | **$ 14,700.00** | **$ 183,750.00** |
| **Grade 9 - SE/TE** | | | | | | |
| 9781428516700 | MYPERSPECTIVES 2025 TEACHER EDITION GRADE 9 | 181.50 | 66 | 0 | $11,979.00 | $0.00 |
| | **Grade 9 - SE/TE Subtotal** | | | | **$ 11,979.00** | **$ 0.00** |
| | **myPerspectives English Language Arts Subtotal** | | | | **$ 186,069.00** | **$ 1,393,950.00** |

## myPerspectives Professional Development

| | | | | | | |
|---|---|---|---|---|---|---|
| **myPerspectives ©2017 Professional Development - Getting Started** | | | | | | |
| 0000000122210 | MYPERSPECTIVES ENGLISH LANGUAGE ARTS: PROGRAM IMPLEMENTATION ESSENTIALS | 3450.00 | 0 | 9 | $0.00 | $31,050.00 |
| 0000000123200 | MYPERSPECTIVES PROGRAM ACTIVATION | 3450.00 | 0 | 9 | $0.00 | $31,050.00 |
| | **myPerspectives ©2017 Professional Development - Getting Started Subtotal** | | | | | **$ 62,100.00** |
| **myPerspectives ©2025 Professional Learning Offerings** | | | | | | |
| 0000000126540 | MYPERSPECTIVES @2025 JOB-EMBEDDED SERVICES PREPAID | 3650.00 | 0 | 4 | $0.00 | $14,600.00 |

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 0000000126551 | VIRTUAL MYPERSPECTIVES @2025 PROFESSIONAL DEVELOPMENT (3 HR) PREPAID | 1500.00 | 0 | 10 | $0.00 | $15,000.00 |
| | **myPerspectives ©2025 Professional Learning Offerings Subtotal** | | | | | **$ 29,600.00** |
| | **myPerspectives Professional Development Subtotal** | | | | | **$ 91,700.00** |

## Technology Integration

**Technology Integration**

| | | | | | | |
|---|---|---|---|---|---|---|
| 0000000126483 | CUSTOM INTEGRATION FEE - 4 YR TERM | 386.40 | 0 | 15 | $0.00 | $5,796.00 |
| 0000000126500 | CUSTOM INTEGRATION - ONE-TIME INTEGRATION FEE (1-15 SCHOOLS) | 1500.00 | 0 | 1 | $0.00 | $1,500.00 |
| | **Technology Integration Subtotal** | | | | | **$ 7,296.00** |
| | **Technology Integration Subtotal** | | | | | **$ 7,296.00** |
| | **Solution Subtotal** | | | | **$ 187,068.50** | **$ 2,048,755.80** |
| | | | | **Shipping and Handling** | | **$ 57,139.39** |
| | | | | | **Total** | **$ 2,105,895.19** |

Discounted Shipping & Handling Applied

# Savvas Learning Company LLC Terms and Conditions

**To place your order** please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price quote via one of the following methods:

**Online:** https://support.savvas.com/support/s/customerserviceus
**Mail:** PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS. For questions regarding your order please call Customer Service: 1-800-848-9500.

**Price quote:** This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

**Shipping & handling** charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher.For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

**Taxes:** All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

**Platforms:** Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

**Damaged & Defective Products:** If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

**Return Policy:** Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over $1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

**Consumable Worktexts:** Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site: https://worktext-subscriptions.savvas.com

**Annual subscriptions for iLit and Successmaker Only:** Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

**Technical support services** are included with purchase of Savvas digital products.

online help: https://support.savvas.com/support/s/k12-curriculum-support-form
phone: 1-800-848-9500

**Professional Services:** Professional Services: All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (https://mysavvastraining.com).

THE CITY OF WATERBURY

***MEMORANDUM***

**From:** Delinquent Tax Office **Date 6/6/2024**

**To:** **Jerry Gay- Contract Manager**
**Department of Education**

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following ***is not delinquent***.

Savvas Learning Company, LLC
15 East Midland Ave., Suite 502
Paramus, NJ

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

Very truly yours,

Nancy J Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

#7

WATERBURY
PUBLIC SCHOOLS

DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman
Supervisor of Health & Physical Education
(203) 574-8051, Ext. 11261
jgorman@waterbury.k12.ct.us
*Health. Moves. Minds.*

**DATE:** July 3, 2024

**TO:** Board of Education Commissioners
Board of Aldermen Members
Mayor Paul K. Pernerewski

**FROM:** Joseph R. Gorman, Supervisor of Health and Physical Education

**RE:** **Executive Summary**
Five (5) year contract with ArbiterSports to provide ArbiterPay, an online platform for athletics registration, scheduling and payment processing services for game officials working WPS athletic events.

The Education Department requests approval of a five (5) year contract with ArbiterSports, LLC for providing ArbiterPay payment processing services to the School Business Office to more efficiently manage payments to all game officials working City high school and middle school interscholastic athletic events.

Arbiter Sports is a sole source provider of the ArbiterPay registration, scheduling and payment processing services platform.

The total amount of the five (5) year contract should you decide to exercise it is a total of $50,100 with payments of $9,960, $9,510, $9,860, $10,210 and $10,560 for each of the years, and the project is being funded through the Department of Education General Fund account.

Note: It is acknowledged that Board of Aldermen approval is contingent upon Board of Education approval

I recommend and ask for your approval. Thank you for your consideration.

JRG/jrg

cc: Michael LeBlanc, Doreen Biolo, Tom Parisot, Jerry Gay, Stephanie Dunn

# SERVICES AGREEMENT
# for
# ARBITERPAY
# between
# The City of Waterbury, Connecticut
# and
# ArbiterSports, 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 ARBITERSPORTS, LLC ("ArbiterSports"), located at 9815 South Monroe Street, Suite 204, Sandy, Utah 84070, a State of Utah duly registered limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

**WHEREAS**, the City desires an online platform for athletics registration, scheduling and payment processing services for the athletic programs at all City middle and high schools; and

**WHEREAS**, ArbiterSports has agreed to provide its proprietary platform to aid in the City's desire to streamline its management payment process for the middle and high school athletic programs; and

**WHEREAS**, the City desires to obtain ArbiterSports' 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.** ArbiterSports 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 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. ArbiterSports 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 a subscription to ArbiterSports' proprietary internet-based platform for athletics registration, scheduling and payment processing services, and general management for the athletic programs at all middle and high schools 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 ArbiterSports as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

**1.1.1** ArbiterSports' Price Proposal, dated May 9, 2024, consisting of 4 pages, attached hereto;

**1.1.2** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
**1.1.3** City Contract Compliance Documents, incorporated herein by reference;
**1.1.4** Certificates of Insurance, incorporated herein by reference;
**1.1.5** Licenses, incorporated herein by reference;
**1.1.6** All applicable Federal, State, and local statutes, regulations charter and ordinances.

**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 ArbiterSports. 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 and all amendments and Change Orders, issued by the City after execution of this Contract
**1.2.3** This Contract
**1.2.4** ArbiterSports' Price Proposal
**1.2.5** ArbiterSports' Privacy Policy

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

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

**3.1. Use of City Property.** To the extent ArbiterSports is required to be on City property to render its services hereunder, ArbiterSports shall have access to such areas of City property as the City and ArbiterSports agree are necessary for the performance of ArbiterSports' services under this Contract (the "Site" or the "Premises") and at such times as the City and ArbiterSports may mutually agree. ArbiterSports 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. ArbiterSports 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 ArbiterSports, City may, but shall not be required to, correct same at ArbiterSports' expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

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

**3.6. ArbiterSports' Employees.** ArbiterSports 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.** ArbiterSports acknowledges its responsibilities to examine and to be thoroughly familiar with the Contract Documents and any addenda thereto. ArbiterSports hereby warrants and represents that prior to the submission of its proposal 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 providing its proposal and, accordingly, any additional costs, services or products resulting from the failure of ArbiterSports to complete Due Diligence prior to submission of its proposal or execution of this Contract shall be borne by the ArbiterSports. Furthermore ArbiterSports 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 ArbiterSports, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with ArbiterSports.

**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 ArbiterSports has discovered in the Contract Documents; and

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

**3.8. License Grant.** ArbiterSports hereby grants to City a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Software during the term of the Contract.

**3.9. Security.** ArbiterSports will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of the City's Data (as defined in Section 3.9.2 below), protect against any anticipated threats or hazards to the security or integrity of the City's Data, and protect against unauthorized access or use of the City's Data. ArbiterSports will review and test such safeguards on no less than an annual basis.

**3.9.1** ArbiterSports shall, at its own cost, rectify any objective security threat that is the result of any defect or nonconformity in the Software and shall take immediate action to protect the security of the City's Data.

**3.9.2** For the purposes of this Section, the City's data means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from the City by or through the Software.

**3.10. Representations and Warranties.** ArbiterSports represents and warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. ArbiterSports further warrants and represents that the Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by ArbiterSports to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the Software. ArbiterSports warrants that, in all material aspects, its Software will perform in accordance with its specifications and as represented herein and generally accepted industry standards through the entire Term of the Agreement. ArbiterSports, at its own cost, shall rectify any faults in the Software or performance thereof upon notice from the City to ArbiterSports during the duration of this Agreement in accordance with Section 31.

**4. Responsibilities of the City.** Upon the City's receipt of ArbiterSports' written request, the City will provide ArbiterSports with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by ArbiterSports 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 ArbiterSports for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, or July 1 2024, whichever is later, pending all necessary approvals, and terminate June 30, 2029 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

**5.1.** Time is and shall be of the essence for all Project milestones and the completion date for the Project. ArbiterSports further agrees that the Work shall be prosecuted regularly and diligently 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 ArbiterSports and City that the Contract Time is reasonable for the completion of the Work. ArbiterSports shall be subject to City imposed fines and/or penalties in the event ArbiterSports breaches the foregoing dates.

**6. Compensation.** The City shall compensate ArbiterSports 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 ArbiterSports shall not exceed **FIFTY THOUSAND ONE HUNDRED DOLLARS and ZERO CENTS ($50,100.00)** for the entire **FIVE (5)** year term of this Agreement and shall be in accordance with ArbiterSports' Cost Proposal dated May 9, 2024, and as more particularly set forth below:

**6.1.1. July 1, 2024 – June 30, 2025**

Implementation/Set Up Fee……$1,295.00

ArbiterPay Unlimited Pricing……$8,665.00
Arbiter Scheduling Subscription……...$0.00
**In an Amount Not to Exceed……..…….…….$9,960.00**

**6.1.2. July 1, 2025 – June 30, 2026**

Annual Refresher Training……....$495.00
ArbiterPay Unlimited Pricing…….....$9,015.00
Arbiter Scheduling Subscription……...$0.00
**In an Amount Not to Exceed …….…….$9,510.00**

**6.1.3. July 1, 2026 – June 30, 2027**

Annual Refresher Training……....$495.00
ArbiterPay Unlimited Pricing…….$9,365.00
Arbiter Scheduling Subscription……...$0.00
**In an Amount Not to Exceed ……..…….$9,860.00**

**6.1.4. July 1, 2027 – June 30, 2028**

Annual Refresher Training……....$495.00
ArbiterPay Unlimited Pricing…….....$9,715.00
Arbiter Scheduling Subscription……...$0.00
**In an Amount Not to Exceed ……..……$10,210.00**

**6.1.5. July 1, 2028 – June 30, 2029**

Annual Refresher Training……....$495.00
ArbiterPay Unlimited Pricing……...$10,065.00
Arbiter Scheduling Subscription……...$0.00
**In an Amount Not to Exceed ……..……$10,560.00**

**Total Amount Not to Exceed……...……..$50,100.00**

**6.2. Limitation of Payment.** Compensation payable to ArbiterSports is limited to those fees set forth in Section 6.1., except for additional fees associated with required money transfers as shown on Schedule 1.2.4 of Attachment A, above. Such compensation shall be paid by the City upon review and approval of ArbiterSports' 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. ArbiterSports' 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** ArbiterSports 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 ArbiterSports in an amount equaling the sum or sums of money ArbiterSports and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding ArbiterSports' and/or its affiliate's real and personal tax obligations to the City.

**6.2.2** The fees set forth in Section 6.1 include the cost for preparation and filing of Forms 1099 for ArbiterPay users and for all fees to be owed to or claimed by the Trustee.

6.2.3 Use of ArbiterSports services can include the following fees (all of which are avoidable through proper software use):

Check Deposit - $10.00 – If you would like to upload your by check there is a $10.00 processing fee. It is important to note that funds can be uploaded to

ArbiterPay for free using an ACH.

Requesting a Check - $10.00 – If you would like to have your funds returned to you by check there is a $10.00 processing fee. It is important to note that funds can be transferred to a bank account by ACH for free.

Wire Transfer - $20.00 – This method of upload is processed the same business day as the transfer is initiated.

Auto-Sweep Transfer - $1.50 – This is typically utilized by the receiver of the funds and not the payor. You can setup your account to automatically transfer funds to a bank account on the profile once your funds reach a specified amount or a specified day of the month passes.

Instant Transfer – Based on Transaction Size – Funds can be immediately sent to a bank account associated with a debit card tied to the profile. Once again, a standard ACH transfer can be performed for free.

Returns – An ACH transfer can be rejected for various reasons including Insufficient funds, a closed bank account, invalid bank account/routing numbers, etc. When funds are returned there is assessed a $5.00 fee by the bank.

Inactivity Fee – $10.00 - If your account goes unused (no credits or debits) for more than 13 months a $10.00 per month inactivity fee can be assessed to the funds currently found in the account (if no funds are present in the account, no fee is assessed).

**6.3. Review of Work.** ArbiterSports shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. ArbiterSports 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 ArbiterSports' demand for payment. The City shall not certify fees for payment to ArbiterSports until the City has determines that ArbiterSports has completed the work in accordance with the requirements of this Contract.

**6.4. Payment for Services, Materials, Employees.** ArbiterSports 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. ArbiterSports 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, ArbiterSports shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**6.5. Liens.** Neither the final payment nor any part of the retained percentage, if any, shall become due until ArbiterSports, 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 ArbiterSports has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but ArbiterSports 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, ArbiterSports 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. Intentionally Omitted.

## 8. Indemnification.

**8.1.** ArbiterSports 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 ArbiterSports, 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 ArbiterSports 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 ArbiterSports or any employee of ArbiterSports, 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 ArbiterSports or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

**8.4.** ArbiterSports expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by ArbiterSports, 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. ArbiterSports shall defend at ArbiterSports' own expense any and all suits for infringement or alleged infringement of intellectual property ("IP"), and in the event of adverse award under IP suits, ArbiterSports shall pay such awards and hold the City harmless in connection with any IP suits that may arise as a result of installations made by ArbiterSports 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, ArbiterSports 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 ArbiterSports, or its subcontractor, omission or commission.

## 9. ArbiterSports' Insurance.

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

### 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 Excess/Umbrella Liability:**
**$ 1,000,000.00** per occurrence
**$ 1,000,000.00** aggregate

**9.4.3 Professional Liability/E&O:**
**$ 1,000,000.00** per Wrongful Act
**$ 1,000,000.00** aggregate

**9.4.4 Employee Dishonesty/Crime:**
**$ 1,000,000.00** per Loss

**9.4.5 Cyber/Privacy/Network:**
**$ 1,000,000.00** per occurrence
**$ 1,000,000.00** aggregate

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

**9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from ArbiterSports 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:** All of ArbiterSports' 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 ArbiterSports' 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 ArbiterSports 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."** ArbiterSports 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 the Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**10. Conformance with Federal, State and Other Jurisdictional Requirements.**
By executing this Contract, ArbiterSports 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 ArbiterSports 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 ArbiterSports' work and services shall be secured in advance and paid by ArbiterSports. ArbiterSports 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 ArbiterSports for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. ArbiterSports remains liable, however, for any applicable tax obligations it incurs. Moreover, ArbiterSports represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes. The Parties acknowledge and agree that nothing in this Section 10.2 shall be construed as creating an independent liability, duty, or responsibility to pay taxes not otherwise required by law.

**10.3. Labor and Wages.** ArbiterSports 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** ArbiterSports 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 to the extent that any of

the work performed by ArbiterSports is governed by Connecticut labor or wage law. 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. The Parties acknowledge and agree that nothing in this Section 10.3.1 shall be construed as creating an independent liability, duty or responsibility where it is not otherwise required by law.

**10.3.2** ArbiterSports 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, ArbiterSports 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, ArbiterSports 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. ArbiterSports 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 ArbiterSports, ArbiterSports shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if ArbiterSports 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 ArbiterSports 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 ArbiterSports under this Contract shall, at the option of the City, become the City's property, and ArbiterSports shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

**13.2. Termination for Convenience of the City.** Intentionally deleted.

**13.3. Termination for Non-Appropriation or Lack of Funding.** ArbiterSports 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. ArbiterSports 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 ArbiterSports.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay ArbiterSports for the agreed to level of the products, services and functions to be provided by ArbiterSports under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to ArbiterSports, 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 ArbiterSports 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, ArbiterSports shall relinquish to the City any 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, ArbiterSports shall transfer all licenses to the City which ArbiterSports is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate ArbiterSports for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. ArbiterSports 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 ArbiterSports for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and ArbiterSports 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). ArbiterSports 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 ArbiterSports may negotiate a mutually acceptable payment to ArbiterSports 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 ArbiterSports.** ArbiterSports may, by written notice to the City, terminate this Contract if the City materially breaches, provided that ArbiterSports 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, ArbiterSports will be compensated by the City for work performed prior to such termination date and ArbiterSports 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)** ArbiterSports 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 ArbiterSports 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).

**13.4.6. Unexpended Funds Upon Termination.** ArbiterSports acknowledges that neither it nor any third-party trustee shall have any title, legal or equitable, to unexpended City funds upon termination of this Agreement, regardless of the reason for the termination, with the sole exception of fees or obligations duly earned but unpaid prior to termination (the "Unexpended Balance" within the meaning of Section 33.1.6 of this Agreement). Upon termination of this Agreement for any reason, ArbiterSports shall return the entire Unexpended Balance in its possession or that of a trustee to the City within seventy-two (72) hours of ArbiterSports' notice of termination. Failure to return the Unexpended Balance shall be considered misappropriation of public funds for which the City reserves the right to pursue any legal remedy, up to and including litigation and criminal prosecution.

## 14. Intentionally Omitted.

**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.** ArbiterSports shall not, without the prior written approval of the City, subcontract, in whole or in part, any of ArbiterSports' services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of ArbiterSports 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 ArbiterSports 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.** ArbiterSports shall be as fully responsible to the City for the acts and omissions of ArbiterSports' subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by ArbiterSports.

**17. Assignability.** ArbiterSports 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 ArbiterSports 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 ArbiterSports' books of account with respect to City funds held in Trust for the payment of sports officials, including all records maintained by the Trustee, 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, ArbiterSports 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.** ArbiterSports 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 ArbiterSports, by someone under the care and/or control of ArbiterSports, by any subcontractor of ArbiterSports, or by any shipper or delivery service. ArbiterSports 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, ArbiterSports 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 ArbiterSports.** ArbiterSports 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. ArbiterSports further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract, including all exhibits and schedules hereto, 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 ArbiterSports.

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

**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.** ArbiterSports 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, ArbiterSports shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**28. Binding Agreement.** The City and ArbiterSports 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 principles 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 ArbiterSports, 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:

ArbiterSports: ArbiterSports, LLC
9815 S. Monroe St.
Suite 204
Sandy, UT 84070

City: The City of Waterbury
c/o 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 ArbiterSports 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 ArbiterSports 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 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.

**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.** ArbiterSports 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.** ArbiterSports 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.** ArbiterSports 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.** ArbiterSports 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 ArbiterSports 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 ArbiterSports 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.

**33. ArbiterPay Service.** The Payor Agreement for ArbiterPay Users is attached hereto as Exhibit A and incorporated herein by reference.

**(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: | Paul K. Pernerewski, Jr., Mayor |
| Sign:_____ | Date: _____ |
| Print name: | |

| **WITNESSES:** | **ARBITERSPORTS, LLC** |
|---|---|
| Sign:_____ | By:_____ |
| Print name: | [SIGNATORY, Title] |
| Sign:_____ | Date:_____ |
| Print name: | |

## ATTACHMENT A

**1.** ArbiterSports' Price Proposal, dated April 21, 2023, consisting of 2 pages (excluding ArbiterSports' Standard Conditions), attached hereto;

**2.** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

**3.** City Contract Compliance Documents, incorporated herein by reference;

**4.** Certificates of Insurance, incorporated herein by reference;

**5.** Licenses, incorporated herein by reference;

**6.** All applicable Federal, State, and local statutes, regulations charter and ordinances.

7. ArbiterSports' Privacy Policy

EXHIBIT A

# PAYOR AGREEMENT FOR ARBITERPAY USERS

This Payor Agreement ("Agreement"), together with the ArbiterSports Terms and Conditions of Service (the "Terms of Service"), is a contract between the party set forth on the Subscription Order Form, if applicable, or otherwise subscribing to the ArbiterPay Services (as defined herein) on the Website ("you" or "ArbiterPay Payor") and ArbiterSports.

1. Purpose. This Agreement will allow you to establish an Account with ArbiterSports and to deposit Funds into the Trust Account in order to use the ArbiterPay Services to automate your payments to ArbiterPay Users.

2. Establishing and Funding Your Account. You must register and establish an Account on the Website in order to make Payments to ArbiterPay Users using the ArbiterPay Services. Once your Account is established, you must fund the Account in an amount of U.S. dollars sufficient to cover any Payments entered by you on the Website. Funding your Account may be accomplished by (i) requesting an ACH debit through the Website into the Trust Account; (ii) electronic transfer (for example, an ACH transfer or a wire transfer) from your bank account into the Trust Account; or (iii) providing a check to the Trustee in the manner described on the Website. In the case of an ACH debit using the Website, you authorize ArbiterSports to initiate, and your financial institution to honor, electronic debits and credits in the amount you designate through the Website. You understand that ACH debits/credits and checks take approximately five Business Days for funds to be fully collected or dispersed. You understand that it is your responsibility to monitor and maintain Funds in your Account. ArbiterSports will not authorize Payments by you in excess of the positive balance in your Account.

3. The Trustee. The Trustee, an FDIC-insured financial institution, will act as trustee of the Trust Account. The Funds will be held in the name of the Trustee. You specifically acknowledge and agree that Funds deposited by you into the Trust Account will be pooled and commingled with funds submitted by other ArbiterPay Payors, funds of ArbiterPay Users, and amounts earned by ArbiterSports pursuant to the terms of this Agreement. The Funds in the Trust Account will be held in accordance with, and subject to the terms and conditions contained in, this Agreement.

4. Your Relationship with ArbiterSports. You hereby appoint ArbiterSports to act as your designated agent for purposes of this Agreement. Among other things, you hereby expressly authorize ArbiterSports to (i) perform the ArbiterPay Services; (ii) maintain records of your Account and all Payments; (iii) direct the Trustee to invest the Funds as provided in section 12; (iv) authorize and direct the Trustee to disburse Payments to ArbiterPay Users; (v) make individual Payment information available to applicable ArbiterPay Users; (vi) collect the information necessary to establish your Account; (vii) disclose such information to the Trustee; and (viii) take any other action that ArbiterSports deems necessary or desirable to carry out the transactions

constituting the ArbiterPay Services, subject to the provisions of section 22 below. ArbiterSports agrees to act in accordance with the data, instructions, and directions entered by you on the Website. You hereby authorize the Trustee to follow the instructions of ArbiterSports (whether electronic, written, or oral) and you agree that the Trustee may completely rely on such instructions of ArbiterSports without further investigation or authorization from you.

5. Authorization of ArbiterSports. For purposes of collecting information from you and authorizing, authenticating, and completing Payments to ArbiterPay Users, ArbiterSports will be acting as an agent for the Trustee. You acknowledge and expressly agree to ArbiterSports' acting as both your agent and as the agent for the Trustee and for the ArbiterPay Users for the limited purposes described in this Agreement. You hereby waive any conflict resulting from such relationships. ArbiterSports is responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of accounts opened by or on behalf of ArbiterPay Payors, ArbiterPay Users and customers; (ii) the acceptance of each ArbiterPay Payor and ArbiterPay User as a customer of ArbiterSports; (iii) the confidentiality of ArbiterPay Payor, ArbiterPay User and customer information; and (iv) all other functions related to ArbiterSports' responsibilities under this Agreement. The Trustee will be responsible for ensuring compliance with all applicable federal and state laws relating to the transmitting of Payments and transfers and the providing of banking and trust services.

6. The Trust Account. Positive balances shown in your online Account represent Funds actually held by the Trustee in the Trust Account. All Funds deposited in the Trust Account will be held for the proportionate benefit of the ArbiterPay Payors as shown on the records maintained by ArbiterSports or the Trustee, as applicable. The Funds will be held in the Trust Account until such time as you direct ArbiterSports through the Website to make Payments to specific ArbiterPay Users and such Payments are requested by and distributed to the applicable ArbiterPay Users. By depositing Funds and providing Payment information on the Website, you are authorizing the Trustee, and ArbiterSports acting as your designated agent, to make Payments from the Trust Account as described in this Agreement.

7. Payments. You may only initiate Payments to registered ArbiterPay Users through the Website. ArbiterPay Services may only be used to make Payments to ArbiterPay Users who agree to be bound by the terms of the User Agreement for ArbiterPay Users. ArbiterSports, acting as your designated agent, will authorize the transfer of Funds for Payments either by (i) electronic transfer (for example, an ACH transfer or a wire transfer) to the ArbiterPay User's designated bank account; (ii) crediting the ArbiterPay User's designated debit card account; or (iii) check to the address provided by the ArbiterPay User, as requested by the applicable ArbiterPay User. You understand that you may be required to obtain an ArbiterPay User's username and account number so that such ArbiterPay User can be paid through the ArbiterPay Services. You understand that Funds must be available in your Account to fund any Payments. The Trustee will not be obligated to make any Payments until the funds therefor have been received by the Trustee. In authorizing Payments, ArbiterSports is entitled to rely on the information and instructions provided by you on the Website. You are responsible to keep such information and instructions current and accurate. You agree that such information and instructions constitute your authorization to ArbiterSports to direct the Trustee to make such transfers, as your agent. The Trustee is entitled to rely solely on the directions of ArbiterSports without reviewing any other information. Once you have provided

your authorization for a Payment, you will not be able cancel the Payment.

8. Account Statements. You may view your transaction history and Account information by logging in to your Account and looking at your Account history. You agree to review your transactions through the Website and you acknowledge that you will not receive periodic account statements by mail or email.

9. Unauthorized Transactions. You are responsible to maintain the confidentiality of your username and password. You should IMMEDIATELY notify ArbiterSports, by contacting the Customer Support Department at 801-576-9436, if you believe (i) there has been an unauthorized transaction or unauthorized access to your Account; (ii) your password has been compromised; (iii) you made an error in information provided on the Website; (iv) you believe there is an error with respect to your Account information or history; or (v) you need more information about a transaction linked to your Account. You should regularly log in to your Account and review your Account history to ensure that there have not been any unauthorized transactions or errors. YOU ARE RESPONSIBLE FOR ALL TRANSACTIONS CONDUCTED ON YOUR ACCOUNT USING YOUR USERNAME AND PASSWORD, REGARDLESS OF WHETHER OR NOT THEY WERE AUTHORIZED BY YOU. NEITHER ARBITERSPORTS NOR THE TRUSTEE WILL REIMBURSE YOU FOR ANY UNAUTHORIZED TRANSACTIONS THAT OCCUR PRIOR TO THE TIME WE RECEIVE NOTIFICATION FROM YOU OF THE UNAUTHORIZED ACTIVITY.

10. Errors by ArbiterSports. If ArbiterSports makes a processing error, we will rectify such error. If the error results in a loss to you, ArbiterSports will credit your Account for the amount of such loss. If ArbiterSports pays you for a loss, you agree that ArbiterSports assumes your rights against the recipient and third parties related to such loss, and may pursue those rights directly or on your behalf, in ArbiterSports' discretion. In the event that ArbiterSports erroneously credits your Account, or a credit to you is invalidated for any reason, you hereby authorize ArbiterSports to debit your Account and, if such erroneous or invalid credit has been processed, to debit the account of your financial institution shown on your Account for an amount not to exceed the original amount of the erroneous or invalid credit. You further authorize your financial institution shown on your Account to accept the debit of such amount from your account. This authorization will remain in effect until ArbiterSports has received written notice from you of termination of such authorization in such time and such manner as to afford ArbiterSports reasonable opportunity to act upon such notice.

11. Additional Fees. Unless you elect to fund your Account by an ACH debit through the Website, you may be charged a fee to manually enter the funding information. You understand that any ACH debit request that is returned as a non-sufficient fund transaction will be assessed a transaction fee. ArbiterSports may also charge a monthly inactivity fee if there has been no activity on your Account for one year or more. You are solely responsible for any fees charged directly by your financial institution associated with ACH debits and credits initiated through the Website.

12. Investment of Funds. All Funds in the Trust Account shall be invested as directed by ArbiterSports, provided that all Funds shall be deposited in accounts that are FDIC-insured to the extent that such Funds are within applicable FDIC limitations, or in obligations of, or obligations

fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof. You hereby acknowledge that ArbiterSports will direct the investment of the Funds, in accordance with this section, and that such investments may not be deposits in, or obligations of, the Trustee. For purposes of determining the portion of the Trust Account funds owned by you in each financial institution in which Trust Account funds are invested, your Funds will be deemed to be distributed among such financial institutions in the same proportions as the Trust Account funds are distributed among such financial institutions. For example, if 25% of the Trust Account funds are deposited at a particular financial institution, then 25% of your Funds in the Trust Account are deemed to be held at such financial institution. The list of financial institutions in which Trust Account funds are invested can be viewed at www.arbiterpay.com. You agree and accept that it is your responsibility to ensure that the proportionate share of the Funds in your Account held by any financial institution, when combined with other accounts, funds or investments you may have with such financial institutions in any capacity, do not exceed the limits permitted by the FDIC for its insurance coverage.

13. No Interest on Accounts. You agree that you will not receive interest or other earnings on the Funds in your Account or the Trust Account. In addition to any other fees paid by you in connection with the ArbiterPay Services, you agree that in consideration for your use of the ArbiterPay Services, you irrevocably transfer and assign to ArbiterSports any ownership right that you may have in any interest or earnings that may accrue on Funds held in the Trust Account. This assignment applies only to interest and earnings on your Funds, and nothing in this Agreement grants ArbiterSports any ownership right to the principal of the Funds in the Trust Account. Interest and earnings will be treated by the Trustee as property of ArbiterSports and such earnings will be paid as directed by ArbiterSports without further authorization from you.

14. Notices to You. Refer to notice provision of the Contract to which this is an Exhibit.

15. Notices to ArbiterSports. Other than as set forth in section 34 below, all notices to ArbiterSports must be provided by mail sent to: ArbiterSports, LLC, 9815 S. Monroe Street, Suite 204, Sandy, Utah 84070. Such notices will be effective when actually received by ArbiterSports. No oral communications will be effective to provide notice to ArbiterSports under this Agreement.

16. Identity Authentication. You authorize ArbiterSports and the Trustee, directly or through third parties, to make any inquiries they consider necessary to validate your identity. This may include asking you for further information (including requiring you to provide a taxpayer identification number and other information that will allow them to reasonably identify you), requiring you to take steps to confirm ownership of your email address or financial accounts, ordering a credit report, and verifying your information against third-party databases or through other sources. ArbiterSports reserves the right to close, suspend, or limit access to your Account, the ArbiterPay Services, and the Website in the event ArbiterSports or the Trustee is unable to obtain or verify this information.

17. Closing Your Account. If you subscribed to your Account using a Subscription Order Form or other written agreement with a fixed term, you may terminate your Account in accordance with the provisions of such form or agreement. Otherwise, you may close your Account at any time by sending a signed written request to: ArbiterSports, LLC, 9815 S. Monroe Street, Suite 204, Sandy,

Utah 84070. You must use or withdraw your Account balance prior to closing your Account. Upon Account closure, ArbiterSports will cancel any pending transactions. ArbiterSports may, but is not required to, close your Account if there has been no activity on your Account for one year or more, whereupon ArbiterSports, acting as your designated agent, may direct the Trustee to return to you any uncommitted Funds remaining in your Account to the last address shown on ArbiterSports' records, or as otherwise permitted by applicable law , including payment to any governmental agency designated to receive unclaimed property. ArbiterSports may charge a reasonable fee for processing remaining Funds upon closure of your Account due to inactivity. ArbiterSports is not required to refund or prorate any fees paid by you prior to termination.

18. Suspension; Termination. ArbiterSports may suspend or limit your access to the Website, your Account, or the ArbiterPay Services for so long as reasonably needed to protect against the risk of liability in the event ArbiterSports suspects that there has been unauthorized activity on your Account, suspects that you may have engaged in any of the restricted activities set forth in section 21 below, or suspects that you are in breach of this Agreement or any other agreement or policy you enter into with ArbiterSports. Unless otherwise provided in your separate Subscription Order Form (if applicable), ArbiterSports, in its sole discretion, reserves the right to terminate this Agreement for any reason and at any time upon notice to you and payment to you of all of your unrestricted Funds held in the Trust Account. In addition, this Agreement will terminate at such time as you have closed your Account.

19. Accounting and Taxes. It is your responsibility to determine what, if any, taxes (including, but not limited to any state withholding taxes) apply to the Payments you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority with respect to such Payments. You acknowledge that ArbiterSports is not responsible for determining whether taxes apply to your transactions. You further acknowledge that ArbiterSports is not responsible for collecting, reporting, or remitting any taxes, garnishments, levies, or any other third-party collections or payments with respect to any Payments. ArbiterSports will keep records of all Payments made to ArbiterPay Users for up to three years. ArbiterSports will issue federal 1099 tax forms to ArbiterPay Users on your behalf; however, it is your responsibility to issue any required state withholding tax reporting forms. Additionally, ArbiterSports is not responsible for reporting any state withholding tax information on any 1099 tax form (including state income and withholding information). You agree and acknowledge that any 1099 tax forms issued to ArbiterPay Users on your behalf will be issued electronically. You acknowledge that the information provided by ArbiterPay Users from their online application will be used as a substitute for IRS form W-9. **You specifically certify that (i) ArbiterSports has notified you that the information you submitted in connection with opening your Account will be used as a substitute for IRS form W-9; (ii) the number shown on your online Account application form is your correct taxpayer identification number; and (iii) you are a U.S. person (including a U.S. resident alien)**.

20. Intellectual Property. "ArbiterPay.com," "RefPay.com," "ArbiterSports.com," "ArbiterPay," "ArbiterSports," and all logos, products, and services related to the Website or the ArbiterPay Services are either trademarks or registered trademarks of ArbiterSports or its licensors. You may not copy, imitate, or use them without ArbiterSports' prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks,

trademarks, and/or trade dress of ArbiterSports. You may not copy, imitate, or use them without our prior written consent. All right, title, and interest in and to the Website, any content thereon, the ArbiterPay Services, any content or technology related to the ArbiterPay Services, and any and all content and technology created or derived from any of the foregoing is the exclusive property of ArbiterSports and its licensors.

21. Restricted Activities. In connection with your use of the Website, your Account, and the ArbiterPay Services, or in the course of your interactions with ArbiterSports, the Trustee, ArbiterPay Payors, ArbiterPay Users or third parties, you agree that you will not:

a. breach this Agreement, or any other agreement or policy that you have entered into with ArbiterSports or the Trustee, including, without limitation, the Terms of Service;

b. violate any law, statute, ordinance, or regulation;

c. infringe on ArbiterSports' or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

d. act in a manner that is defamatory, libelous, threatening, or harassing;

e. provide false, inaccurate or misleading information;

f. send or receive fraudulent funds;

g. disclose or distribute another ArbiterPay Payor's or ArbiterPay User's information to a third party or use such information for marketing purposes or to contact such ArbiterPay Payor or ArbiterPay User without their prior consent;

h. facilitate any viruses, Trojan horses, worms, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information with respect to the Website, your Account, or the ArbiterPay Services;

i. copy, reproduce, communicate to any third party, alter, modify, create derivative works of, publicly display, or frame any content obtained from the Website or the ArbiterPay Services without our or any applicable third party's prior written consent;

j. allow your use of the Website, your Account, or the ArbiterPay Services to create a risk of non-compliance by ArbiterSports with any applicable anti-money-laundering, counter-terrorism, or similar laws or regulatory obligations;

k. refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; or

l. undertake any action which could amount to unjust enrichment during the course of a dispute by receiving or attempting to receive funds for the same transaction from each of ArbiterSports, the Trustee, and applicable ArbiterPay Users.

In the event ArbiterSports, in its sole discretion, believes you may have engaged in any of the above restricted activities, we may take various actions to protect ArbiterSports, the Trustee, other ArbiterPay Payors, ArbiterPay Users, and third parties including, without limitation, in addition to any other remedies provided in this Agreement or at law or in equity, (i) notifying the Trustee, other ArbiterPay Payors, ArbiterPay Users, third parties and law enforcement of your actions; (ii) instructing the Trustee to withhold the distribution of Funds from your Account to protect against the risk of liability; (iii) updating inaccurate information about you; and/or (iv) refusing to provide ArbiterPay Services to you in the future.

22. Duties of ArbiterSports. ArbiterSports' duties under this Agreement are limited to (i) providing software, data management and website services; (ii) acting as your agent as described in this Agreement; and (iii) interacting with and instructing the Trustee as described in this Agreement. ArbiterSports will not receive, hold, own, or transmit any funds whatsoever and will not provide any financial or banking services. No provision of this Agreement should be read or interpreted to authorize or require ArbiterSports to perform any action that would cause ArbiterSports to be subject to, or in violation of, any federal, state, or local law or regulation applicable to money transmitters, banks, or other financial institutions or financial service providers.

23. Amendment. Refer to amendment provisions of the Contract to which this is an Exhibit..

24. Removal of Trustee. ArbiterSports, acting as your agent, may remove the Trustee as trustee of the Trust Account at any time by giving 180 Days' written notice to the Trustee. Such removal will take effect immediately upon the earlier to occur of either (i) the appointment of a successor Trustee pursuant to section 26 below, or (ii) the expiration of any required notice period, whereupon all powers, rights and obligations of the removed Trustee shall cease and terminate. You may not remove or change the Trustee.

25. Resignation of Trustee. The Trustee may resign at any time upon giving 180 Days' prior written notice of such resignation to ArbiterSports. Such resignation will take effect upon the earlier to occur of either (i) the appointment of a successor Trustee pursuant to section 26 below, or (ii) the expiration of the 180-Day notice period, whereupon all powers, rights, and obligations of the resigning Trustee shall cease and terminate.

26. Successor and Additional Trustees. Promptly upon removal of, or receipt of a notice of resignation from, the Trustee, a successor shall be appointed by ArbiterSports. Such successor shall assume all powers, rights, and obligations of the removed or resigning Trustee. One or more financial institutions may be appointed by ArbiterSports to act as Trustee simultaneously, and each such financial institution shall act as Trustee solely with respect to funds deposited with such Trustee and shall have no liability with respect to funds deposited with any other Trustee. ArbiterSports will promptly notify you following any change of Trustee.

27. Reliance on Information Provided by You. ArbiterSports and the Trustee may for all purposes hereof rely on information provided on the Website by any person using your duly authorized username and password. In the administration of this Agreement, ArbiterSports and the Trustee may rely on advice of counsel, accountants, and other skilled persons to be selected and employed by them. UNLESS PROHIBITED BY ANY LAW, REGULATION, OR RULE APPLICABLE TO YOU, NEITHER ARBITERSPORTS NOR THE TRUSTEE, NOR THEIR EMPLOYEES OR AGENTS, SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THE ARBITERPAY SERVICES, THE WEBSITE, OR THIS AGREEMENT, AND ANY LIABILITY OF SUCH PERSONS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

28. No Expenses for the Trustee. The Trustee shall not have any obligation by virtue of this Agreement or otherwise to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Trustee, result in any cost or expense being incurred by the Trustee. No provisions of this Agreement shall be interpreted to impose any duty on the Trustee to take any action if the Trustee shall have been advised by counsel that such action would expose it to personal liability, is contrary to the terms hereof, or is contrary to law.

29. Indemnification. Intentionally deleted.

30. Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, you and ArbiterSports and their respective successors and permitted assigns, including any successive holder of all or any part of your interest in the Trust Account. You may not transfer or assign any rights or obligations you have under this Agreement. ArbiterSports reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

31. Agreement for Benefit of Certain Parties Only. The Trustee is not a party to this Agreement but is an intended third-party beneficiary of this Agreement. Nothing herein, whether expressed or implied, shall be construed to give any person other than you, ArbiterSports, and the Trustee any legal or equitable right, remedy or claim under or in respect of this Agreement.

32. Situs of Trust Account. The Trust Account has been accepted by the Trustee and will be administered in the State of Utah.

33. Privacy. Protecting your privacy is very important to ArbiterSports. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

34. Disputes with ArbiterSports. Intentionally deleted.

35. Law and Forum for Disputes. Refer to applicable provisions of the Contract to which this is an Exhibit.

36. No Waiver. ArbiterSports' failure to act with respect to a breach by you or others does not waive any right to act with respect to subsequent or similar breaches.

37. No Warranty. THE WEBSITE, THE ARBITERPAY SERVICES, AND THE SERVICES PROVIDED BY THE TRUSTEE ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED, OR STATUTORY. ARBITERSPORTS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ArbiterSports does not guarantee continuous, uninterrupted, or secure access to any part of the Website, your Account, or the ArbiterPay Services; and operation of the Website may be interfered with by numerous factors outside of our control. ArbiterSports will make reasonable efforts to ensure that requests for electronic transactions are processed in a timely manner but ArbiterSports makes no representations or warranties regarding the amount of time needed to complete processing because the ArbiterPay Services are dependent upon many factors outside of ArbiterSports' control, such as delays in the banking system or the U.S. or international mail service.

38. Complete Agreement. Refer to applicable provisions of the Contract to which this is an Exhibit..

39. Effective Date. Refer to applicable provisions of the Contract to which this is an Exhibit.

40. Definitions.

a. "ACH" means the Automated Clearing House network.

b. "Account" means your ArbiterPay account on the Website.

c. "Agreement" means this agreement, including all subsequent amendments.

d. "ArbiterPay Payor" means you and any other person or entity using the ArbiterPay Services to make Payments to ArbiterPay Users by depositing Funds into the Trust Account.

e. "ArbiterPay Services" means all services and related products, features, technologies, and other functionalities provided or made available by ArbiterSports, LLC and its affiliates through the Website, whether you access the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access.

f. "ArbiterPay User" means any person or entity using the ArbiterPay Services to receive Payments from ArbiterPay Payors.

g. "ArbiterSports," "we," "us," or "our" means ArbiterSports, LLC dba ArbiterPay and its subsidiaries and affiliates or an agent acting on behalf of any of them.

h. "Business Days" means Monday through Friday, excluding days on which the banks in the State of Utah are closed.

i. "Days" means calendar days.

j. "Funds" means any monies deposited by you or other ArbiterPay Payors into the Trust Account.

k. "Payment" or "Payments" means payment by any ArbiterPay Payor to any ArbiterPay User using the ArbiterPay Services and related products or services provided by or made available by ArbiterSports.

l. "Subscription Order Form" means the ArbiterPay Subscription Order Form signed by ArbiterSports and Payor, if applicable, which is incorporated herein by reference.

m. "Substantial Change" means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

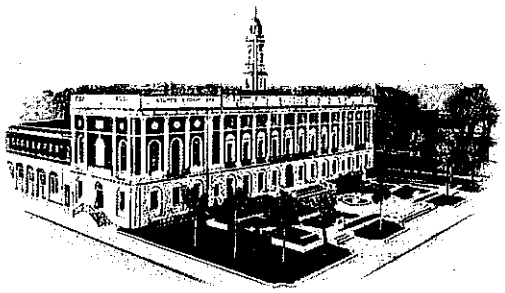
n. "Trust Account" means the trust account maintained by the Trustee for the benefit of the ArbiterPay Payors.

o. "Trustee" means Cache Valley Bank, acting solely in its capacity as trustee, and/or such other financial institution(s) selected by ArbiterSports from time to time to act as trustee.

p. "Website" means, as applicable, ArbiterPay.com, ArbiterSports.com and/or RefPay.com, and any related mobile site, and includes access portals to the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access.

q. "You" or "your" or "Payor" means the party set forth on the Subscription Order Form (if applicable) or otherwise subscribing to the ArbiterPay Services, and any other party using the ArbiterPay Services on such party's behalf.

**KEVIN McCAFFERY**
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

**THE CITY OF WATERBURY**

CONNECTICUT

To: Joseph R. Gorman, Supervisor of Health & Physical Education

From: Kevin McCaffery, Director of Purchasing

Subject: Sole Source for ArbiterSports

Date: May 31, 2023

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After review of the memo dated May 31, 2023 along with the Sole Source letter from ArbiterSports, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).

WATERBURY
PUBLIC SCHOOLS

DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman
Supervisor of Health & Physical Education
(203) 574-8051, Ext. 11261
jgorman@waterbury.k12.ct.us
*Health. Moves. Minds.*

Date: May 31, 2023

To : Kevin McCaffrey
Director of Purchasing

Re: Sole Source Letter for ArbiterSports

Kevin:

I respectfully request that you submit a letter to Corporation Counsel confirming ArbiterSports as a sole source provider for contractual purposes.

ArbiterSports along with its proprietary ArbiterPay platform provide online athletics registration, scheduling and payment processing services that are fully interactive and aligned with those of the Connecticut Interscholastic Athletic Conference (CIAC) and all Connecticut Boards of Game Officials. It will provide a unique all-in-one event management tool for all high school and middle school athletic programs; one that greatly streamlines/reduces current labor-intensive SBO and Finance payment processes, and relieves the City of tax accounting responsibilities in order to pay their game officials, event personnel, coaches, etc...in a far more timely fashion.

If you have any additional questions or concerns, feel free to reach out.

Best,

*Joe*

ArbiterSports

5/25/2023

Joe Gorman
Athletic Director
Waterbury School District
236 Grand Street
Waterbury, CT 06702

RE: Sole Source Letter

Dear Joe,

This letter is to confirm that ArbiterSports is the sole source provider of ArbiterPay® software-as-a-service (SaaS) products for your institution. ArbiterSports, LLC is the sole owner, developer and servicer for ArbiterPay® products and holds all rights to its licensing, maintenance and technical support. While ArbiterSports, LLC avails itself of various distribution channels to reach its customers worldwide, ArbiterSports, LLC reserves certain rights for itself and has sole control over the licensing of its products. ArbiterPay® is the only product on the market that integrates seamlessly with other Arbiter products.

ArbiterSports is a leading provider of athletic event management software that allows school athletic departments and sports leagues to dramatically simplify the process of scheduling athletic events, assign independent contractor sports officials and event workers to those events, and paying those same sports officials and event workers electronically on behalf of the institution upon conclusion of the event. ArbiterSports integrated software solutions deliver unprecedented control and visibility over the entire athletic event process. For more, visit www.arbitersports.com .

The ArbiterSports suite of products provides unmatched secure, online web-based solutions for the scheduling, pre-participation, registration and eligibility tracking managing of athletic teams, players, officials, games, event workers, events and supporting infrastructure; the registration, eligibility tracking, background check consent form collection and adjudication form management of independent contractor sports officials; an online education and testing platform for independent contractor sports officials; and the payment of independent contractor sports officials and athletic event workers on behalf of school, conference and leagues; all provided under the names ArbiterOne®, ArbiterWorks®, ArbiterGame®, ArbiterAthlete®, ArbiterPay®, Arbiter360®, ArbiterMobile® and ArbiterLive®.

The ArbiterPay® product has processed more than one billion in payments, we have paid more than 210,000 officials in the last three years, and we have impacted over 65 million Americans (one in every five of us) with our products.

If you have any questions or require additional information, please do not hesitate to contact me at adam.eberle@arbitersports.com or your sales consultant.

Adam Eberle
Vice President of Sales
ArbiterSports

ArbiterSports

**ArbiterSports, LLC**
**9815 S. Monroe St.**
**Suite 204**
**Sandy, UT 84070**
**Phone: (801) 576-2799**

**Remit-To Address:**
**ArbiterSports, LLC**
**9815 S. Monroe St.**
**Suite 204**
**Sandy, UT 84070**

# Arbiter License Subscription Order Form

| | |
|---|---|
| **Ship To:** | Joe Gorman |
| **Title:** | Coordinator of Health and Physical Education |
| **Customer:** | Waterbury Public Schools |
| **Ship to Address:** | 236 Grand Street Waterbury, CT 06702 |
| **Email:** | Jgorman@waterbury.k12.ct.us |
| **Phone:** | 203-574-8051 |

| | |
|---|---|
| **Invoice To:** | Joe Gorman |
| **Title:** | Coordinator of Health and Physical Educatio |
| **Customer:** | Waterbury Public Schools |
| **Billing Address:** | 236 Grand Street Waterbury, CT 06702 |
| **Email:** | Jgorman@waterbury.k12.ct.us |
| **Phone:** | 203-574-8051 |

| | |
|---|---|
| **AS Account Rep:** | Griffin Taylor |
| **Email:** | Griffin.Taylor@arbitersports.com |
| **Submitted Date:** | 4/21/2023 |
| **Valid Until Date:** | 5/31/2023 |
| **Order Number:** | 20230421Water093223 |

| | |
|---|---|
| **Term State Date:** | 7/1/2023 |
| **Term End Date:** | 6/29/2028 |
| **Term (Months):** | 60 |
| **Payment Terms:** | Net 30 Days |
| **Billing Schedule:** | Multi-year - See Special Instructions |

**Subscription Services (Year 1): 7/1/2023 - 6/30/2024**

| Description | Qty | Unit Price | Notes | Year 1 Fees |
|---|---|---|---|---|
| Implementation/Set-Up | 1 | $ 1,295.00 | | $ 1,295.00 |
| HS - Arbiter Pay Unlimited Subscription | 4 | $ 1,345.00 | | $ 5,380.00 |
| MS - Arbiter Pay Unlimited Subscription | 3 | $ 1,095.00 | | $ 3,285.00 |
| Arbiter Scheduling Subscription | 1 | $ 690.00 | Free w/ Arbiter Pay Unlimited | $ - |
| Year 1 Total | | | | $ 9,960.00 |

**Subscription Services (Year 2): 7/1/2024 - 6/30/2025**

| Description | Qty | Unit Price | Notes | Year 2 Fees |
|---|---|---|---|---|
| Annual Refresher Training | 1 | $ 495.00 | | $ 495.00 |
| HS - Arbiter Pay Unlimited Subscription | 4 | $ 1,395.00 | | $ 5,580.00 |
| MS - Arbiter Pay Unlimited Subscription | 3 | $ 1,145.00 | | $ 3,435.00 |
| Arbiter Scheduling Subscription | 1 | $ 690.00 | Free w/ Arbiter Pay Unlimited | $ - |
| Year 2 Total | | | | $ 9,510.00 |

| Subscription Services (Year 3): 7/1/2025 - 6/30/2026 | | | | | |
|---|---|---|---|---|---|
| **Description** | **Qty** | **Unit Price** | **Notes** | | **Year 3 Fees** |
| Annual Refresher Training | 1 | $ 495.00 | | $ | 495.00 |
| HS - Arbiter Pay Unlimited Subscription | 4 | $ 1,445.00 | | $ | 5,780.00 |
| MS - Arbiter Pay Unlimited Subscription | 3 | $ 1,195.00 | | $ | 3,585.00 |
| Arbiter Scheduling Subscription | 1 | $ 690.00 | Free w/ Arbiter Pay Unlimited | $ | - |
| Year 3 Total | | | | $ | 9,860.00 |

| Subscription Services (Year 4): 7/1/2026 - 6/30/2027 | | | | | |
|---|---|---|---|---|---|
| **Description** | **Qty** | **Unit Price** | **Notes** | | **Year 4 Fees** |
| Annual Refresher Training | 1 | $ 495.00 | | $ | 495.00 |
| HS - Arbiter Pay Unlimited Subscription | 4 | $ 1,495.00 | | $ | 5,980.00 |
| MS - Arbiter Pay Unlimited Subscription | 3 | $ 1,245.00 | | $ | 3,735.00 |
| Arbiter Scheduling Subscription | 1 | $ 690.00 | Free w/ Arbiter Pay Unlimited | $ | - |
| Year 4 Total | | | | $ | 10,210.00 |

| Subscription Services (Year 5): 7/1/2027 - 6/30/2028 | | | | | |
|---|---|---|---|---|---|
| **Description** | **Qty** | **Unit Price** | **Notes** | | **Year 5 Fees** |
| Annual Refresher Training | 1 | $ 495.00 | | $ | 495.00 |
| HS - Arbiter Pay Unlimited Subscription | 4 | $ 1,545.00 | | $ | 6,180.00 |
| MS - Arbiter Pay Unlimited Subscription | 3 | $ 1,295.00 | | $ | 3,885.00 |
| Arbiter Scheduling Subscription | 1 | $ 690.00 | Free w/ Arbiter Pay Unlimited | $ | - |
| Year 5 Total | | | | $ | 10,560.00 |
| Grand Total (does not include applicable taxes): | | | | $ | 50,100.00 |

**Special Instructions**

This is a Multi-Year License and will be invoiced as follows:

Year 1: $9,960.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/01/2023 with Payment Terms of Net 30 Days

Year 2: $9,510.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/01/2024 with Payment Terms of Net 30 Days

Year 3: $9,860.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/01/2025 with Payment Terms of Net 30 Days

Year 4: $10,210.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/01/2026 with Payment Terms of Net 30 Days

Year 5: $10,560.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/01/2027 with Payment Terms of Net 30 Days

**Standard Conditions:**

1a. Unless modified terms and conditions or a master agreement has been executed by the parties and is referenced in the Special Instructions above, this Subscription Order Form is governed by ArbiterSports' standard terms and conditions found at https://www.arbitersports.com/terms-and-conditions/. As used in this Subscription Order Form, Terms and Conditions refers to either the modifed terms and conditions or master agreement referenced in the Special Instructions above, if applicable, or ArbiterSports' standard terms and conditions ("Terms and Conditions").

1b. Unless modified Payor Agreement terms have been executed by the parties and is referenced in the Special Instructions above, this Subscription Order Form is governed by ArbiterSports' standard Payor Agreement found attached as Amendment A.

2. Capitalized terms used and not defined in this Subscription Order Form shall have the meanings set forth in the Term & Conditions.

3. All references to monetary values shall mean United States dollars and do not include any taxes that may apply.

4. The Terms & Conditions together with this Subscription Order Form represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by both parties.

5. In the event of any conflict or inconsistency between the Special Instructions of this Subscription Order Form and any other provision in this Subscription Order Form, the Special Instructions shall govern and control.

**Customer to Complete:**

Is a Purchase Order required for ArbiterSports to receive payment for the Services in this Subscription Order Form?
Please fill in **YES** or **NO** here:

**Acknowledgment and Acceptance of Terms**

By signing this Subscription Order Form, the individual signing on behalf of Customer is committing and confirming that they are authorized by Customer to execute this Subscription Order Form and to purchase the Service listed above.

| **Accepted By (Legal Entity):** | **Accepted By (Legal Entity):**<br>ArbiterSports, LLC |
|---|---|
| **Signature:** | **Signature:** |
| **Print Name:** | **Print Name:**<br>John Hopkins |
| **Title:** | **Title:**<br>Chief Financial Officer (CFO) |
| **Date:** | **Date:**<br>4/21/2023 |

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)**
**Persons or Entities Conducting Business with the City**

## I. Outstanding Purchase Orders of Contracts with the City

### A. Contracts

**No Contracts with the City** [X]

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)**
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City** [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)**
**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** [X]

(Name of Official)

(Position with City)

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

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

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(Name of Official)

(Position with City)

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

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

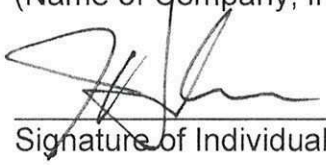
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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.

ArbiterSports LLC
(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory) — Date: 6/25/2024

John Hopkins – CFO
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: ArbiterSports LLC
9815 S. Monroe Street, STE 204
Sandy, UT 84070

Print Name and Title of Authorized Representative: John Hopkins - CFO

Signature of Authorized Representative:

Date:

f:\new electronic filing system\file management\transactional\administration- transactional\contract forms\contract supporting documents\departmental forms 1-1-22\certification regarding debarment 1-1-22.doc

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Utah

SS.:_____

County of Salt Lake

John Hopkins, being first duly sworn, deposes and says that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| Organization Name | Address | Type of Ownership |
|---|---|---|
| 1 NONE | NONE | NONE |
| 2 | | |
| 3 | | |
| 4 | | |

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

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

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

| Name | Title | DOB | Stock % |
|---|---|---|---|
| 1 NONE | NONE | NONE | 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 | NONE | NONE | 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 | NONE | 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:

DUSTIN DERRICK
Witness

ArbiterSports LLC
Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

9815 S. Monroe Street, STE 204, Sandy, UT 84070
Address of Business

State of Utah )
) SS
County of Salt Lake )

GRIFFIN CAMERON STURGESS
NOTARY PUBLIC - STATE OF UTAH
My Commission Expires April 17, 2027
COMMISSION NUMBER 730595

John Hopkins being duly sworn,

Deposes and says that he/she is CFO of ArbiterSports 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 25 day of June 2024.

_____
(Notary Public)

My Commission Expires: 4/17/2027

**For Corporation**

_____
Witness

_____
Name of Corporate Signatory

_____
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

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

State of _____ )

) SS

County of _____ )

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

**THE CITY OF WATERBURY**
***MEMORANDUM***

**From:** Delinquent Tax Office **Date 6/27/2024**

**To:** **Jerry Gay- Contract Manger**
**Department of Education**

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following ***is not delinquent***.

ArbiterSports, LLC
9815 S Monroe St., Ste. 204
Sandy, UT

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

Very truly yours,

Nancy J. Olson

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: ArbiterSports, LLC**

**Requesting Department: BOE**

**Department Contact: Jerry Gay** jerry.gay@waterbury.k12.ct.us

**Description of work to be performed:** Provide, schedule, manage and pay all sports officials for Waterbury Schools

**Estimated Contract Duration and End Date: multi**

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**Date Reviewed:** 06/28/2024

**Insurance Certificate Term: 04/01/2024 – 04/01/2025**

**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**

6/28/24

**Risk Manager or Authorized Designee**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Cindy Sheppick |
|---|---|
| Leavitt Group Insurance Advisors<br>2200 S. Main Street<br>Suite 600<br>Salt Lake City UT 84115 | PHONE (A/C, No, Ext): (801) 308-1500 FAX (A/C, No): (801) 308-1427<br>E-MAIL ADDRESS: cindy-sheppick@leavitt.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| ArbiterSports, LLC<br>9815 S Monroe St STE 204<br>Sandy UT 84070 | INSURER A: Federal Insurance Company | 20281 |
| | INSURER B: WCF Mutual Insurance Company | 10033 |
| | INSURER C: ACE American Insurance Company | 22667 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 2024-2025 **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 | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | X | Y | 36071116 WUC | 4/1/2024 | 4/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 73620749 | 4/1/2024 | 4/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Underinsured motorist combined sir | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | X UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | X | Y | 56716046 | 4/1/2024 | 4/1/2025 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | 3051863 | 1/1/2024 | 1/1/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Tech E&O/Cyber | | | F16094304 003 | 4/1/2024 | 4/1/2025 | Each Occurrence | 1,000,000 |

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

**CERTIFICATE HOLDER**

jerry.gay@waterbury.k12.ct.us

Waterbury Board of 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

Brandy Carroll/BRCARR

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Prepared on
6/2/2023 by CB

**CITY OF WATERBURY**
Insurance Bid Specifications Recommendation
**RISK MANAGEMENT**

**Submitting Department: BOE**
**Contact Name: Jerry Gay jerry.gay@waterbury.k12.ct.us**
**Joe Gorman jorman@waterbury.k12.ct.us**
**Description of Project/Work/Services: Provide, schedule, manage and pay all sports officials for Waterbury Schools**

## 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.

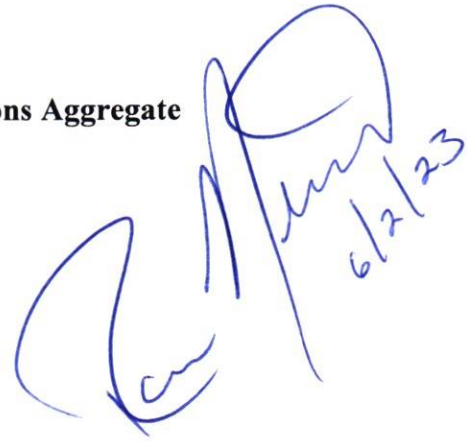
**General Liability:** **$1,000,000 each Occurrence**
**$2,000,000 General Aggregate**
**$2,000,000 Products/ Completed Operations Aggregate**

**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**

**Employee Dishonesty/ Crime:** **$1,000,000 per Loss**

**Cyber / Privacy/ Network:** **$1,000,000 each Occurrence**
**$1,000,000 Aggregate**




**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.

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/Contracts

Requesting Department Contact: Jerry Gay, jerry.gay@waterbury.k12.ct.us - 203-346-3989 or Joe Gorman

Detailed description of Work/Services to be performed: Secures persons and then schedules, manages and provides payment for all sports officials for all schools sports leagues.

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? Not expected

Summarize any other Special Conditions: None

Estimated Cost: $50,100

Contract Term: 5yrs to June 2028

Insurance Coverage & Limits used for Previous Contract - If applicable: No Prior Contract

ArbiterSports

**ArbiterSports, LLC**
**9815 S. Monroe St.**
**Suite 204**
**Sandy, UT 84070**
**Phone: (801) 576-2799**

**Remit-To Address:**
**ArbiterSports, LLC**
**9815 S. Monroe St.**
**Suite 204**
**Sandy, UT 84070**

# Arbiter License Subscription Order Form

| | |
|---|---|
| **Ship To:** | Joe Gorman |
| **Title:** | Coordinator of Health and Physical Education |
| **Customer:** | Waterbury Public Schools |
| **Ship to Address:** | 236 Grand Street Waterbury, CT 06702 |
| **Email:** | Jgorman@waterbury.k12.ct.us |
| **Phone:** | 203-574-8051 |

| | |
|---|---|
| **Invoice To:** | Joe Gorman |
| **Title:** | Coordinator of Health and Physical Educatic |
| **Customer:** | Waterbury Public Schools |
| **Billing Address:** | 236 Grand Street Waterbury, CT 06702 |
| **Email:** | Jgorman@waterbury.k12.ct.us |
| **Phone:** | 203-574-8051 |

| | |
|---|---|
| **AS Account Rep:** | Griffin Taylor |
| **Email:** | Griffin.Taylor@arbitersports.com |
| **Submitted Date:** | 4/21/2023 |
| **Valid Until Date:** | 5/31/2023 |
| **Order Number:** | 20230421Water093223 |

| | |
|---|---|
| **Term State Date:** | 7/1/2023 |
| **Term End Date:** | 6/29/2028 |
| **Term (Months):** | 60 |
| **Payment Terms:** | Net 30 Days |
| **Billing Schedule:** | Multi-year - See Special Instructions |

**Subscription Services (Year 1): 7/1/2023 - 6/30/2024**

| Description | Qty | Unit Price | Notes | Year 1 Fees |
|---|---|---|---|---|
| Implementation/Set-Up | 1 | $ 1,295.00 | | $ 1,295.00 |
| HS - Arbiter Pay Unlimited Subscription | 4 | $ 1,345.00 | | $ 5,380.00 |
| MS - Arbiter Pay Unlimited Subscription | 3 | $ 1,095.00 | | $ 3,285.00 |
| Arbiter Scheduling Subscription | 1 | $ 690.00 | Free w/ Arbiter Pay Unlimited | $ - |
| Year 1 Total | | | | $ 9,960.00 |

**Subscription Services (Year 2): 7/1/2024 - 6/30/2025**

| Description | Qty | Unit Price | Notes | Year 2 Fees |
|---|---|---|---|---|
| Annual Refresher Training | 1 | $ 495.00 | | $ 495.00 |
| HS - Arbiter Pay Unlimited Subscription | 4 | $ 1,395.00 | | $ 5,580.00 |
| MS - Arbiter Pay Unlimited Subscription | 3 | $ 1,145.00 | | $ 3,435.00 |
| Arbiter Scheduling Subscription | 1 | $ 690.00 | Free w/ Arbiter Pay Unlimited | $ - |
| Year 2 Total | | | | $ 9,510.00 |

| Subscription Services (Year 3): 7/1/2025 - 6/30/2026 | | | | | |
|---|---|---|---|---|---|
| **Description** | **Qty** | **Unit Price** | **Notes** | | **Year 3 Fees** |
| Annual Refresher Training | 1 | $ 495.00 | | $ | 495.00 |
| HS - Arbiter Pay Unlimited Subscription | 4 | $ 1,445.00 | | $ | 5,780.00 |
| MS - Arbiter Pay Unlimited Subscription | 3 | $ 1,195.00 | | $ | 3,585.00 |
| Arbiter Scheduling Subscription | 1 | $ 690.00 | Free w/ Arbiter Pay Unlimited | $ | - |
| Year 3 Total | | | | $ | 9,860.00 |

| Subscription Services (Year 4): 7/1/2026 - 6/30/2027 | | | | | |
|---|---|---|---|---|---|
| **Description** | **Qty** | **Unit Price** | **Notes** | | **Year 4 Fees** |
| Annual Refresher Training | 1 | $ 495.00 | | $ | 495.00 |
| HS - Arbiter Pay Unlimited Subscription | 4 | $ 1,495.00 | | $ | 5,980.00 |
| MS - Arbiter Pay Unlimited Subscription | 3 | $ 1,245.00 | | $ | 3,735.00 |
| Arbiter Scheduling Subscription | 1 | $ 690.00 | Free w/ Arbiter Pay Unlimited | $ | - |
| Year 4 Total | | | | $ | 10,210.00 |

| Subscription Services (Year 5): 7/1/2027 - 6/30/2028 | | | | | |
|---|---|---|---|---|---|
| **Description** | **Qty** | **Unit Price** | **Notes** | | **Year 5 Fees** |
| Annual Refresher Training | 1 | $ 495.00 | | $ | 495.00 |
| HS - Arbiter Pay Unlimited Subscription | 4 | $ 1,545.00 | | $ | 6,180.00 |
| MS - Arbiter Pay Unlimited Subscription | 3 | $ 1,295.00 | | $ | 3,885.00 |
| Arbiter Scheduling Subscription | 1 | $ 690.00 | Free w/ Arbiter Pay Unlimited | $ | - |
| Year 5 Total | | | | $ | 10,560.00 |
| Grand Total (does not include applicable taxes) | | | | $ | 50,100.00 |

**Special Instructions**

This is a Multi-Year License and will be invoiced as follows:

Year 1: $9,960.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/01/2023 with Payment Terms of Net 30 Days

Year 2: $9,510.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/01/2024 with Payment Terms of Net 30 Days

Year 3: $9,860.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/01/2025 with Payment Terms of Net 30 Days

Year 4: $10,210.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/01/2026 with Payment Terms of Net 30 Days

Year 5: $10,560.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/01/2027 with Payment Terms of Net 30 Days

**Standard Conditions:**

1a. Unless modified terms and conditions or a master agreement has been executed by the parties and is referenced in the Special Instructions above, this Subscription Order Form is governed by ArbiterSports' standard terms and conditions found at https://www.arbitersports.com/terms-and-conditions/. As used in this Subscription Order Form, Terms and Conditions refers to either the modifed terms and conditions or master agreement referenced in the Special Instructions above, if applicable, or ArbiterSports' standard terms and conditions ("Terms and Conditions").

1b. Unless modified Payor Agreement terms have been executed by the parties and is referenced in the Special Instructions above, this Subscription Order Form is governed by ArbiterSports' standard Payor Agreement found attached as Amendment A.

2. Capitalized terms used and not defined in this Subscription Order Form shall have the meanings set forth in the Term & Conditions.

3. All references to monetary values shall mean United States dollars and do not include any taxes that may apply.

4. The Terms & Conditions together with this Subscription Order Form represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by both parties.

5. In the event of any conflict or inconsistency between the Special Instructions of this Subscription Order Form and any other provision in this Subscription Order Form, the Special Instructions shall govern and control.

**Customer to Complete:**

Is a Purchase Order required for ArbiterSports to receive payment for the Services in this Subscription Order Form?

Please fill in **YES** or **NO** here:

**Acknowledgment and Acceptance of Terms**

By signing this Subscription Order Form, the individual signing on behalf of Customer is committing and confirming that they are authorized by Customer to execute this Subscription Order Form and to purchase the Service listed above.

| **Accepted By (Legal Entity):** | **Accepted By (Legal Entity):**<br>ArbiterSports, LLC |
|---|---|
| **Signature:** | **Signature:** |
| **Print Name:** | **Print Name:**<br>John Hopkins |
| **Title:** | **Title:**<br>Chief Financial Officer (CFO) |
| **Date:** | **Date:**<br>4/21/2023 |

CITY OF WATERBURY, RISK MANAGEMENT

Insurance Bid Specifications Recommendation

Submitting Department: BOE Contracts
Contact Name: Jerry Gay & Joe Gorman
Project: Arbiter Sports Pay for School Sports officials
Date : 06/01/2023
Description of Work/Services: Provide, Schedule, Manage and pay all sports officials
Contract Term: 5yrs to June 2028

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

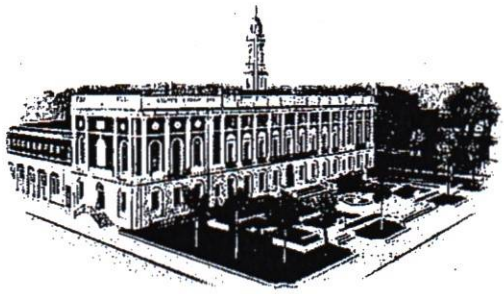
Contractors Pollution Liability Insurance $_____ each Occurrence/Claim
$_____ Aggregate
There will be no exclusion for Hazardous materials, including Asbestos and Lead
No construction

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.

**KEVIN McCAFFERY**
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

**THE CITY OF WATERBURY**

CONNECTICUT

To: Joseph R. Gorman, Supervisor of Health & Physical Education

From: Kevin McCaffery, Director of Purchasing

Subject: Sole Source for ArbiterSports

Date: May 31, 2023

---

After review of the memo dated May 31, 2023 along with the Sole Source letter from ArbiterSports, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

WATERBURY
PUBLIC SCHOOLS

DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman
Supervisor of Health & Physical Education
(203) 574-8051, Ext. 11261
jgorman@waterbury.k12.ct.us
*Health. Moves. Minds.*

Date: May 31, 2023

To : Kevin McCaffrey
Director of Purchasing

Re: Sole Source Letter for ArbiterSports

Kevin:

I respectfully request that you submit a letter to Corporation Counsel confirming ArbiterSports as a sole source provider for contractual purposes.

ArbiterSports along with its proprietary ArbiterPay platform provide online athletics registration, scheduling and payment processing services that are fully interactive and aligned with those of the Connecticut Interscholastic Athletic Conference (CIAC) and all Connecticut Boards of Game Officials. It will provide a unique all-in-one event management tool for all high school and middle school athletic programs; one that greatly streamlines/reduces current labor-intensive SBO and Finance payment processes, and relieves the City of tax accounting responsibilities in order to pay their game officials, event personnel, coaches, etc...in a far more timely fashion.

If you have any additional questions or concerns, feel free to reach out.

Best,

*Joe*

ArbiterSports

5/25/2023

Joe Gorman
Athletic Director
Waterbury School District
236 Grand Street
Waterbury, CT 06702

RE: Sole Source Letter

Dear Joe,

This letter is to confirm that ArbiterSports is the sole source provider of ArbiterPay® software-as-a-service (SaaS) products for your institution. ArbiterSports, LLC is the sole owner, developer and servicer for ArbiterPay® products and holds all rights to its licensing, maintenance and technical support. While ArbiterSports, LLC avails itself of various distribution channels to reach its customers worldwide, ArbiterSports, LLC reserves certain rights for itself and has sole control over the licensing of its products. ArbiterPay® is the only product on the market that integrates seamlessly with other Arbiter products.

ArbiterSports is a leading provider of athletic event management software that allows school athletic departments and sports leagues to dramatically simplify the process of scheduling athletic events, assign independent contractor sports officials and event workers to those events, and paying those same sports officials and event workers electronically on behalf of the institution upon conclusion of the event. ArbiterSports integrated software solutions deliver unprecedented control and visibility over the entire athletic event process. For more, visit www.arbitersports.com .

The ArbiterSports suite of products provides unmatched secure, online web-based solutions for the scheduling, pre-participation, registration and eligibility tracking managing of athletic teams, players, officials, games, event workers, events and supporting infrastructure; the registration, eligibility tracking, background check consent form collection and adjudication form management of independent contractor sports officials; an online education and testing platform for independent contractor sports officials; and the payment of independent contractor sports officials and athletic event workers on behalf of school, conference and leagues; all provided under the names ArbiterOne®, ArbiterWorks®, ArbiterGame®, ArbiterAthlete®, ArbiterPay®, Arbiter360®, ArbiterMobile® and ArbiterLive®.

The ArbiterPay® product has processed more than one billion in payments, we have paid more than 210,000 officials in the last three years, and we have impacted over 65 million Americans (one in every five of us) with our products.

If you have any questions or require additional information, please do not hesitate to contact me at adam.eberle@arbitersports.com or your sales consultant.

Adam Eberle
Vice President of Sales
ArbiterSports

**Crystal Burr**

**From:** JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>
**Sent:** Friday, June 2, 2023 9:47 AM
**To:** Crystal Burr
**Cc:** JERRY GAY
**Subject:** RE: RM Limits - Arbiter Sports Pay

**Importance:** High

Please see below. The trainings will be virtual with SBO personnel and the Athletic Directors only.

**Joseph R. Gorman**
Supervisor of Health & Physical Education
**Waterbury Public Schools**
**Jgorman@waterbury.k12.ct.us**
**236 Grand Street | Waterbury, CT 06702**
**O: (203) 574-8051 | Ext: 11261 |**

**From:** Crystal Burr [mailto:cburr@waterburyct.org]
**Sent:** Friday, June 2, 2023 8:37 AM
**To:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>
**Cc:** JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>; Insurance Requests <InsuranceRequests@waterburyct.org>
**Subject:** FW: RM Limits - Arbiter Sports Pay

**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 morning,
Can you please provide answers to the following questions?

## Insurance Bid Specifications Review Request Form

a. Project/program is / **is not** associated with the BOE.

b. Project/program will / **will not** involve students.

   a. If the project/program will involve students – is the vendor working directly with children? Yes / No

c. Vendor will / **will not** be coming on-site anywhere in the City.

d. Vendor will / **will not** be delivering in their business owned or personal vehicles.

e. Vendor **will** / will not be instructing or giving direction on anything (either on-line or in person) to City personnel.

f. There **will** / will not be any cash or **electronic banking transactions** involved.

g. There **will** / will not be information exchanged between the City's computer system and the vendor's system.

h. Services being provided will / **will not** involve design work.

i. Vendor will / **will not** be instructing staff / students.

j. Services being provided will / **will not** involve actual construction work.

k. Services being provided will / **will not** involve digging into soil.

l. Vendor will / **will not** be storing items/supplies on site.

m. Vendor will / **will not** be finished in one day.

Note: For all of the above, "vendor" shall mean "vendor," "contractor," or "consultant," as may be applicable to the project.

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>
**Sent:** Thursday, June 1, 2023 10:43 AM
**To:** Insurance Requests <InsuranceRequests@waterburyct.org>
**Cc:** JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>
**Subject:** RM Limits - Arbiter Sports Pay

Hello,
Please see the attached request for limits for Arbiter Sports to provide, schedule and pay all sports officials for all BOE sporting events. A soup to nuts turn-key operation for us. We have secured Sole Source Approval as attached, which has some additional description of the turn-key program. We will be requesting a formal 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.

## Crystal Burr

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>
**Sent:** Thursday, June 1, 2023 10:43 AM
**To:** Insurance Requests
**Cc:** JOSEPH GORMAN
**Subject:** RM Limits - Arbiter Sports Pay
**Attachments:** Purch Approve Sole Source - Arbiter Sports.pdf; Insurance Limits Request - Arbiter Sports.docx; Risk Management Limits- Arbiter Sports.docx

Hello,
Please see the attached request for limits for Arbiter Sports to provide, schedule and pay all sports officials for all BOE sporting events. A soup to nuts turn-key operation for us. We have secured Sole Source Approval as attached, which has some additional description of the turn-key program. We will be requesting a formal contract. Thanks,

Jerry Gay, Contracts Manager
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## Crystal Burr

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>
**Sent:** Wednesday, June 26, 2024 11:09 AM
**To:** Insurance Requests
**Subject:** COI Approve - Arbiter
**Attachments:** RM COI Limts.pdf; ACORD Form 20240624-095831.pdf

Please see the attached is acceptable, Thanks,

Jerry Gay, BOE 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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## Crystal Burr

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>
**Sent:** Friday, June 28, 2024 9:34 AM
**To:** Crystal Burr
**Cc:** Insurance Requests
**Subject:** RE: BOE - ARBITERSPORTS, LLC - PROVIDE, SCHEDULE AND MANAGE PAYMENTS FOR SPORT OFFICIALS
**Attachments:** Scan2024-06-27_145617.pdf; ACORD Form 20240627-132138.pdf

Please see attached for an updated COI, Thanks, JG

**From:** Crystal Burr [mailto:cburr@waterburyct.org]
**Sent:** Thursday, June 27, 2024 2:57 PM
**To:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>
**Cc:** Insurance Requests <InsuranceRequests@waterburyct.org>
**Subject:** BOE - ARBITERSPORTS, LLC - PROVIDE, SCHEDULE AND MANAGE PAYMENTS FOR SPORT OFFICIALS

**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.**

#8

WATERBURY PUBLIC SCHOOLS

Michael Merati
Supervisor of Career & Technical Education
(203) 573-5029
mmerati@waterbury.k12.ct.us

Memorandum

To: Board of Education and Board of Aldermen

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: July 3, 2024

Re: Board of Education Second Amendment Approval Request CRTARP23-140 / Amendment 2
Executive Summary – Post University MOU Original CRTARP21-185

The Academic Office/Education Department respectfully requests your approval, subject to the approval of the Board of Education and the Board of Aldermen for the above-referenced second amendment to the original contract CRTARP21-185 to enroll students who wish to participate in the High School Academy between the City of Waterbury and Post University.

This contract was initiated after approval as a sole source. Under this contract/MOU all Post University High School Academy courses become available for Waterbury Public Schools students to enroll if they meet stated requirements.

The Contract/MOU is effective on the date signed by the Mayor. The first amendment to CRTARP21-185 identified a tiered pricing structure based on the total number of enrolled students. This enabled WPS to double the number of students enrolled for the same price as the previous cost structure. This second amendment provides additional cost per student savings for the course and price below. The funding sources are Turnaround and Title 4 grants.

1. Course CTC101 - College Success Seminar. $125 per student

Accordingly, attached for your review and consideration are 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 questions you may have regarding this matter.

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment
Cc: Tom Parisot
File: CRT23-140

# Amendment 2

# to

# MEMORANDUM OF UNDERSTANDING

## ACADEMIC PARTNERSHIP - HIGH SCHOOL ACADEMY AT POST UNIVERSITY

## WATERBURY PUBLIC SCHOOLS AND POST UNIVERSITY

THIS AMENDMENT 2 (“Amendment 2") is by and between the City of Waterbury, Waterbury Public Schools (collectively, "Waterbury") located at 236 Grand Street, Waterbury, CT 06702 and Post University (aka, "Post") (Jointly referred to as the "Parties" to this Amendment).

WHEREAS, Waterbury and Post entered into a Memorandum of Understanding, effective on August 23, 2022, to establish a partnership wherein Post will offer identified courses to Waterbury students under Post’s High School Academy program (the "Agreement" or "Contract"); and

WHEREAS, Waterbury and Post entered into an Amendment to Memorandum of Understanding, effective on July 28, 2023, to expand the scope of the program’s course offerings and in order to provide for a tiered financial structure (“Amendment 1”); and

WHEREAS, the Parties hereby wish to amend the Agreement, as amended, in order to provide for a specific course at a further discounted rate. The Agreement, as amended, shall remain in full force and effect in all other respects.

NOW THEREFORE, it is mutually agreed as follows:

1. **"Financial Structure" shall be amended to read as follows**:

**Financial Structure**

Waterbury will pay a tuition per each student enrolled in each 3-credit course based on the number of students enrolled in the course:

- 1-100 students enrolled = $300/student
- 101-200 students enrolled = $225/student
- 201-and above enrolled = $150/student

Additionally, for students participating in the College Readiness programming (beginning Fall 2024 at Wilby High School with CTC101: College Success Seminar), Waterbury will pay a tuition of $125 per student per course taken.

This discounted tuition may not be combined with any other discounts, grants, or institutional aid offered by Post University.

Waterbury students will be considered non-matriculated students and not eligible for Title IV funding. POST University retains the right to review and revise the tuition at any time. POST University will invoice Waterbury at the start of each term and payments will be NET 30 Days from the first day of the term or semester in which courses are delivered.

Waterbury Students who participate in High School Academy and continue their undergraduate studies in Post's online program will receive a 20% tuition discount. The 20% tuition discount cannot be combined with any other scholarships offered by Post. Waterbury students who participate in High School Academy and continue their undergraduate studies in Post's full-time Main Campus program will also receive a 20% tuition discount. Waterbury students may be eligible for additional generous University scholarships as detailed on the Post University Scholarship page:

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 (ARPA ESSER and ESSER III) signed into law March 11, 2021.

Post agrees that it will comply with all requirements associated with ESSER II and ARPA/ESSER (ESSER III) funding. A copy of the requirements governing Post as a contractor under these funding sources is attached hereto and made part hereof of this MOU.

http:// www.post.edu/tuition-and-financial-aid/financial-aid/campus/scholarships. Main campus applications and corresponding financial packages will be reviewed on a case-by-case basis. Online and Main Campus tuition discounts, as well as University scholarships, may be combined with scholarships and grants provided by third parties, such as the US Department of Education.

**POST UNIVERSITY, INC.**

_____ _____

Scott Allen Date
Senior Vice President
Post University

**WATERBURY PUBLIC SCHOOLS**

_____ _____

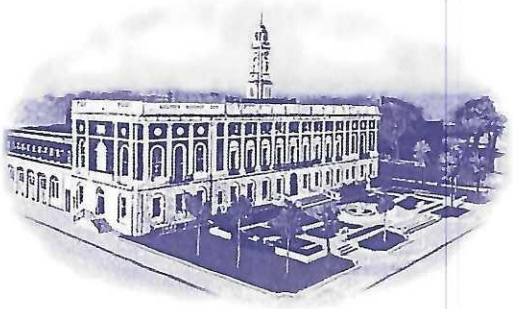
Dr. Verna D. Ruffin, Superintendent of Schools Date

**City of Waterbury**

_____ _____

Paul K. Pernerewski, Jr., Mayor Date

**KEVIN McCAFFERY**
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

**THE CITY OF WATERBURY**

CONNECTICUT

To: Michael Merati, Supervisor of Career & Technical Education

From: Kevin McCaffery, Director of Purchasing KM

Subject: Contract Amendment #2 between Post University and Waterbury Public Schools for WPS Student College Credit

Date: May 7, 2024

---

I have reviewed the information provided by Michael Merati, Supervisor of Career & Technical Education, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

(B) (1) The amendment is consistent with the scope of the original procurement.

Therefore, it is my opinion to proceed with the amendment with Post University.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

WATERBURY
PUBLIC SCHOOLS

**Michael Merati**
Supervisor of Career & Technical Education
(203) 573-5029
mmerati@waterbury.k12.ct.us

May 7, 2024

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

Re: Request for Letter of Consistency to Amend Sole Source MOU
(1) MOU WPS Student College Credit - Post University [CRTARP23-140]

Dear Mr. McCaffery,

My department seeks to amend the MOU WPS Student College Credit between the City of Waterbury and Post University. Post University and WPS agreed to a 5-year MOU with an option to renew with students specifically in CTE courses. The first amendment included all WPS students as well as modifying the cost structure to a tiered system that decreases per-student costs based on enrollment. This new amendment enables WPS to offer 1 specific course detailed below for a discounted rate than previously agreed upon. The scope of services and all other terms and conditions of the original MOU and prior amendment remain the same.

1. Course CTC101 - College Success Seminar. $125 per student

The Waterbury Public Schools and Career and Technical Education department has a continuing need for this opportunity and would like to expand opportunities for students while being mindful of a sustainable budget.

Thank you for your consideration,

Michael Merati
Supervisor of CTE
Waterbury Public Schools

#9

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

# MEMORANDUM

**DATE:** June 26, 2024

**TO:** Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

**FROM:** Nicholas J. Albini, Chief Operating Officer

**RE:** Executive Summary for Amendment #2 to the Construction Contract for the Conversion of the Weight Room and Firing Range at Crosby High School in Physical Education Space with All Trade Industries, LLC

All Trade Industries, LLC was awarded the contract for the conversion of the weight room and firing range into physical education space at Crosby High School. The contract includes removal and disposal of the existing dilapidated fitness equipment, installation of a new condensing unit on the complex roof with roof patching and all thermal and moisture protection, installation of fabric ductwork for fresh air distribution, and installation of additional fire alarm devices tying into the existing system. The contract was initiated under RFP#7900 and the project is being is being funded through the American Rescue Plan Act/Elementary and Secondary Schools Emergency Relief funds (ARPA/ESSER). Amendment #1 added lead remediation, removal and disposal in the areas designated in the original contract (weight room, mechanical fan room and firing range) due to unforeseen circumstances. The contract contingency amount was increased by $174,000 making the total contract amount $917,050.

Currently, the factory is experiencing manufacturing delays. The estimated ship date for the air handling unit has been pushed to September 10, 2024. The supplier has requested the unit be expedited and given priority since it is a school project. Program Manager KBE will follow-up with the supplier and manufacturer to ensure timely delivery. The Education Department respectfully requests a time extension to December 31, 2024 under Amendment #2. The amendment is at no cost and all other contract terms remain unchanged.

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, Dave Heavener, Jake Schick

FINAL JPY 6.26.24

# AMENDMENT NUMBER TWO
# to
# Construction Contract
# for
# Conversion of the Crosby High School
# Weight Room and Firing Range
# into
# Physical Education Space
# between
# City of Waterbury
# and
# All Trade Industries, LLC

**THIS AMENDMENT NUMBER 2**, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **ALL TRADE INDUSTRIES, LLC**, a duly registered limited liability company, having its principal business address at 94 Edwin Avenue, Waterbury, Connecticut 06708 (the "Contractor").

**WHEREAS** the parties executed an Agreement (the "Agreement"), effective February 2, 2024 (the "Effective Date"), relating to **Request for Proposal ("RFP") No. 7900** for a construction project converting the weight room and firing range at Crosby High School into physical education space (the "Project");

**WHEREAS** the Agreement contains an Owner Controlled Contingency (the "OCC") provision to be used for services not previously contemplated under the February 2, 2024, Agreement;

**WHEREAS** pursuant to Amendment 1, effective March 20, 2024, the parties agreed to increase the OCC by $174,000 because of additional and extra-contractual costs and expenses required to abate hazardous materials, primarily lead, discovered at the Project; and

**WHEREAS** the parties have now determined that the Contract Time to complete the Project must be extended through and including December 31, 2024, because of delays associated with the manufacture and delivery of the air handling unit required for the Project.

**NOW THEREFORE,** the parties hereby agree and covenant to amend the Agreement as follows:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein;

2. **Section 5** of the Agreement shall be deleted and replaced with the following new **Section 5**:

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract on or before November 30, 2024, and shall reach Final Completion on or before December 31, 2024 ("Contract Time");

3. The balance of **Section 5**'s subsections shall remain unchanged; and

4. Other than as provided above, all other terms, conditions and provisions of the Agreement and Amendment Number 1 shall remain in full force and effect and binding upon the parties.

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

**WITNESSES:**

_____

_____

**CITY OF WATERBURY**

By:_____
Paul K. Pernerewski, Jr., Mayor

Date:_____

**WITNESSES:**

_____

_____

**ALL TRADE INDUSTRIES, LLC**

By:_____
Giovanni Orsini, Manager

Date: 6-26-24

WATERBURY
PUBLIC SCHOOLS

#10

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

# EXECUTIVE SUMMARY

**DATE:** July 9, 2024

**TO:** Honorable Board of Education Commissioners
Honorable Board of Alderman Members

**FROM:** Nicholas J. Albini, Chief Operating Officer

**RE:** Professional Services Agreement for the Bergin Education Complex Roof Replacement Construction Administration Services with Hibbard & Rosa Architects, LLC

The Education Department respectfully requests your review and approval of a professional services agreement for roof replacement at the Crosby High School and Wallace Middle School Complex in an amount not to exceed $13,920 with Hibbard & Rosa Architects, LLC. This agreement is for the construction administrative services for the replacement of the entire roof at the Bergin Complex.

The contract was initiated under RFP #7749. Funding will be procured from the Capital budget and Connecticut's Department of Administrative Services. Construction administrative services will be completed sixty (60) consecutive calendar days following the final completion of the all construction. Hibbard & Rosa has done satisfactory work for the department in the past.

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.

Attachment
c: Mike Konopka, School Inspector

#10

# PROFESSIONAL SERVICES AGREEMENT
## RFP No. 7749
## for
## Bergin Education Complex Roof Replacement
## Construction Administration Services
## between
## The City of Waterbury, Connecticut
## and
## HIBBARD & ROSA ARCHITECTS, L.L.C.

**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 06702 (the "City") and HIBBARD & ROSA ARCHITECTS, L.L.C., located at 100 RIVERVIEW CENTER SUITE 272, 292 Main Street, MIDDLETOWN, CT 06457, a State of Connecticut duly registered domestic limited liability company (the "Consultant").

**WHEREAS**, the Consultant submitted a proposal to the City responding to **RFP No. 7749** for **Bergin Education Complex Roof Replacement Construction Administration Services**; and

**WHEREAS,** the City selected the Consultant to perform services regarding **RFP No. 7749**; 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 **Bergin Education Complex Roof Replacement Construction Administration Services** as detailed and described in **Attachment A** and are

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

**1.1.1** City's **RFP No. 7749** (incorporated by reference);
**1.1.2** **RFP No. 7749 Addendum #1**, dated (attached hereto);
**1.1.3** Consultant's response to **RFP No. 7749**, dated June 6, 2024 and consisting of 46 pages, and Consultants 2 page original Price Proposal, and Consultant's Revised Price Proposal, dated June 19, 2024 and consisting of 3 pages (all attached hereto);
**1.1.4** Consultant's Certificate of Insurance (incorporated by reference);
**1.1.5** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
**1.1.6** All permits and licenses (incorporated by reference); and
**1.1.7** Any and all amendment(s) and Change Orders issued by the City after execution of this Contract (incorporated by reference).

*** The parties hereto agree that the scope of work of this Professional Services Agreement is limited to Proposal Item IV. CONSTRUCTION ADMINISTRATION SERVICES. The following Proposal Items: I. Assessment Services, II. Design Services, and III. Bid Services are not included within the scope of this Contract, rather are the subject of a separate Engineer Agreement.**

**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** Federal, State, and local laws, regulations, charter and ordinances
**1.2.2** Contract amendments and change orders
**1.2.3** Contract
**1.2.4** RFP 7749 Addendum #1 and #2
**1.2.5** RFP 7749 Documents not listed above

**1.3 Manifest Documents.** The Consultant is a duly authorized agent of the City ("Duly Authorized Agent") with respect to this **Bergin Education Complex Roof Replacement** and an employee of the Consultant shall, as required and appropriate, sign all waste characterization reports, shipping records and logs, manifests, disposal approval requests, or bill of ladings associated with the transportation, temporary storage, and

disposal of contaminated soil removed from the **Bergin Education Complex Roof Replacement**, located in Waterbury, Connecticut (hereinafter collectively referred to as "Manifest Documents").

**1.3.1** The Consultant shall sign Manifest Documents and any other documents that may be required in relation to completion of the Scope of Work hereunder as a Duly Authorized Agent, and as such shall include ''On behalf of the City of Waterbury'' in the signature block or may hand write this statement in the signature block prior to signing said Manifest Documents to indicate that the individual signs as an agent of the City of Waterbury.

**1.3.2** Whenever the Consultant so signs as a Duly Authorized Agent of the City, it shall provide a copy of the signed document to the City within seven (7) calendar days of the Consultant's signature. Alternatively, and at the City's sole discretion, the Consultant shall review the Manifest Documents and prepare a letter indicating the Manifest Documents and labels described therein are accurate to the best of the Consultant's knowledge and belief and the Manifest Documents are ready for signature by the City. Said letter and Manifest Documents will then be provided to the Project Manager for the City, or his authorized designee, at the address provided in Section 32, for the City's signature.

**1.3.3** The Consultant, acting in its capacity as Duly Authorized Agent with respect to the **Bergin Education Complex Roof Replacement**, as set forth herein, shall follow the written procedures that are followed in the State of Connecticut whenever contaminated soils are collected, transferred, stored, analyzed, or destroyed, which procedures are designed to create an accurate written record which can be used to trace the possession and handling of contaminated soils from the moment of its collection through analysis and storage or disposal and reporting. An appropriate written chain-of-custody form shall be filled out at the time any contaminated soils are handled as provided in this Section 1, provided however, the Consultant shall not, by signing the Manifest Documents and any other documents that may be required in relation to completion of the Scope of Work hereunder as Duly Authorized Agent, be considered or obligated as a party in the chain-of-custody for any such materials collected during this project.

**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.

********** IF WORKING IN/ON SCHOOL GROUNDS**********

**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 Firm 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 Firm shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Firm 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 Contractor 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, Firm shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

**3. Responsibilities of the Consultant.** All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come

into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

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

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

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

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

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and

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

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

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

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

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

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

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

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

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

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

**3.8. Reporting Requirement.** The Consultant shall deliver monthly, written reports to the City's Education Department School (hereinafter "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 a representative of Consultant acceptable to the City.

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.

**3.9. Responses to Requests for Information.** The Consultant shall respond to Construction Contractor requests for information (RFI's) within seven (7) consecutive calendar days after receipt thereof.

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

**5. Contract Time.** The Consultant shall complete all work and services required under this Contract within **SIXTY (60) consecutive calendar days following Final Completion* of all Bergin Education Complex Roof Replacement construction** and in accordance with the following Project Milestones ("Contract Time"):

**Project Milestone #1 – Task 1 (Perform Construction Administration Services ("CA") for Bergin Education Complex Roof Replacement construction, commencing upon the City's written Notice to Proceed with CA)**

*Final Completion shall have the same meaning here as that term is defined within the **Bergin Education Complex Roof Replacement** Construction Contract

**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 **THIRTEEN THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS ($13,920.00)** and shall be in accordance with Consultant's proposal, dated June 6, 2024 and Consultant's revised Price Proposal, dated June 19, 2024, which is summarized below:

IV. CONSTRUCTION ADMINISTRATION SERVICES $13,920.00
*** NOTE: The following Proposal Items: I. Assessment Services, II. Design Services, and III. Bid Services are not included in the scope of this Contract. Refer to Engineer Agreement issued under separate cover for such services.**

**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. 7749** 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 Consultant's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State

statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission.

## 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**

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

**9.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.
**$1,000,000.00** Each Occurrence
**$1,000,000.00** Aggregate

**9.4.5 Professional Liability Insurance**:
**$1,000,000.00** Each Claim
**$1,000,000.00** Aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

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

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

**9.7. Certificates of Insurance:** The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and City of Waterbury Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement

and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and City of Waterbury Board of Education are listed as additional insured 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.

**9.9** 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.

**9.10.** Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Consultant agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

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

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws,

ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

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

**10.3.2** The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

**11. Discriminatory Practices.** In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or

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

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

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

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

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

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

**12.3.** The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will

post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

## 13. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

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

**22. Independent Contractor Relationship.** The relationship between the City and the

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

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

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

**25. Contract Change Orders.**

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

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

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

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

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

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

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

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

**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. 7749** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7749**.

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

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

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

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

successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

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

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

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

Consultant: HIBBARD & ROSA ARCHITECTS, L.L.C.
100 Riverview Center Suite 272
292 Main Street
Middletown, CT 06457

City: Mike Konopka, School Inspector
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

With a copy to:

Office of the Corporation Counsel
City of Waterbury
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 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.

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

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

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

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

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

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

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

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

**(signature page follows)**

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

**WITNESSES:**

Sign:_____
Print name:

**CITY OF WATERBURY**

By:_____
Paul K. Pernerewski, Jr.
Mayor

Sign:_____
Print name:

Date: _____

**WITNESSES:**

**HIBBARD & ROSA ARCHITECTS, L.L.C.**

Sign:_____
Print name:

By:_____
Print name:
Its _____

Sign:_____
Print name:

Date: _____

## ATTACHMENT A

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

**1.1.1** City's **RFP No. 7749** (incorporated by reference);

**1.1.2** **RFP No. 7749 Addendum #1**, dated (attached hereto);

**1.1.3** Consultant's response to **RFP No. 7749**, dated June 6, 2024 and consisting of 46 pages, and Consultants 2 page original Price Proposal, and Consultant's Revised Price Proposal, dated June 19, 2024 and consisting of 3 pages (all attached hereto);

**1.1.4** Consultant's Certificate of Insurance (incorporated by reference);

**1.1.5** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

**1.1.6** All permits and licenses (incorporated by reference); and

**1.1.7** Any and all amendment(s) and Change Orders issued by the City after execution of this Contract (incorporated by reference).

# PROPOSAL FOR
# RFP #7749

## DESIGN & ENGINEERING SERVICES

## BERGIN EDUCATION COMPLEX
## ROOF REPLACEMENT

**WATERBURY, CT**


## PREPARED BY
## HIBBARD & ROSA ARCHITECTS L.L.C.
**100 RIVERVIEW CENTER, SUITE 272**
**292 MAIN STREET**
**MIDDLETOWN, CT 06457**


**June 6, 2024**

**HIBBARD & ROSA ARCHITECTS, L.L.C.**
100 RIVERVIEW CENTER - SUITE 272 – MAIN STREET
MIDDLETOWN, CT 06457

June 6, 2022

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

On behalf of Hibbard & Rosa Architects, L.L.C. I would like to thank you for the opportunity to present our qualifications. We believe our approach to your roof replacement project will provide you with a long term, cost effective solution.

The following Company information is provided:

| | |
|---|---|
| Firm Name: | Hibbard & Rosa Architects, L.L.C.<br>100 Riverview Center, Suite 272<br>292 Main Street<br>Middletown, CT 06457 |
| Date Organized: | April 26, 1996 |
| Form of Ownership: | Limited Liability Company (LLC) – Connecticut |
| Years of Service: | 28 years in operation under our current name. |
| Firm Members: | Thomas F. Hibbard – founding member<br>Carmelo J. Rosa – founding member<br>Extensive background and experience in exterior and interior renovations. Have provided designs services for Federal agencies, State government agencies, municipalities, Non-profits and private clients. |

Hibbard & Rosa architects, L.L.C., along with our consultants, have several years experience in working with roof replacement projects similar to your own. Additionally, our firm prepared the documents for the 1999 Crosby High School Roof replacement project. Our proposal will demonstrate our past success in the design and administration of a variety of public and private contracts, including state reimbursed school projects. Our proposal includes the following:

- Philosophy - Statement of Qualifications
- Summary of Relative Experience
- Resumes of Key Personnel
- Qualifications – Work Plan
- Information Regarding Default Litigation
- Attachment A
- Attachment C
- Accord Insurance Certificate
- Copies of Licenses
- Cost Schedule: Attachment E (Separate Envelope)

We have reviewed the City of Waterbury's Request for Proposal (RFP) and do not take any exception to the requirements contained therein. Our proposal will remain valid and in effect for a period of one hundred twenty (120) days from June 6, 2024.

Additionally, we have received and acknowledge Addendums #1 & #2 and take no exception to the information contained therein.

Again, we thank you for the opportunity to submit this proposal. We look forward to meeting with you and your committee to more fully acquaint you with our services and answer any questions you may have.

Sincerely,

Thomas F. Hibbard

Thomas F. Hibbard
Principal Architect

**HIBBARD & ROSA ARCHITECTS, L.L.C.**
100 RIVERVIEW CENTER, SUITE 272, MAIN STREET
MIDDLETOWN, CT 06457

## Philosophy

Since our inception Hibbard & Rosa Architects, L.L.C. Has sought to bring together design teams specifically structured to develop exceptional projects focused on the needs of our clients. Our attention to detail is foundational to the successful completion of our projects. From the beginning HRA's primary focus has been Architectural design, concentrating on exterior and interior renovations, additions, historic restoration and new construction. For each project we engage our consultants to provide the survey, engineering and administrative services required.

Our team will actively engage the client and stake holders as required to develop a project program that meets all the needs of the City and fits with the overall strategy for the future development of Bergin Education Complex. HRA is capable and ready to assist the City of Waterbury with this roof replacement project.

## Preliminary Design & Feasibility Study

Using existing facility data, plans, drawings, owner knowledge and site visits, investigate and make recommendations to resolve any current issues relating to the operation(s) and or design of existing facility components and/or systems and make recommendations for renovation or replacement to achieve a cost effective, efficient sustainable solutions.

Our team will conduct a thorough investigation and survey of the project conditions. It is HRA'S standard practice to inspect and investigate the existing roof system and all items projecting above it (i.e.) chimneys, penthouses, skylights, mechanical equipment, curbs, flashings, etc. to determine the full extent of renovations required.

## Design Development

Utilize the information gathered in the study phase to design a solution to the issue(s) and develop a project budget. Provide appropriate plans and details for the scope. Incorporate any appropriate information provided by your consultants.

## Construction Documents

Provide documentation of the solution, including drawings and specifications that that can be used to utilize a Request for Proposal or Bid seeking a contractor to perform the work. Provide complete construction documents and written specifications.

## Bidding

Provide support during this phase through answers to questions or proposal review. Assist with the bid packages, questions and RFI's, evaluation and recommendation of the best qualified contractor.

## Construction Administration / Management / Reports / Coordination

Provide administrative review over the construction process once the contract has been awarded, including walk-through site visits, incremental inspections of work and review of vendor invoices, weekly site visits attending job meetings and observing progress of construction. Respond to questions from the contractors and material suppliers, review shop drawings and submittals, review and certifying monthly applications for payment, authorize clarifications and minor changes to the documents, assist consultants with construction administrative duties, record keeping, as built drawing compilation, and project closeout responsibilities.

Our services include, without limitation, monitoring and tracking financial activities. Our team will prepare and recommend payment for request received from the contractor to the City of Waterbury's representative. We will assist the City in negotiating for reasonable and mutually agreeable prices between the City and the Construction Contractor for any additional work.

## Summary of Relevant Experience

Following is a brief summary of roof replacement projects completed within the last three years:

**Partial Roof Replacement Woodside Fire House – Phase I & II**
City of Stamford
888 Washington Blvd.
Stamford, CT
Contact: Nancy Ormsby
(203) 977-4637
Project scope included the installation of 3,765 sq. ft. of .090 EPDM on cover board on 1/8" per ft. tapered polyisocyanurate insulation on 1/8" sloped DOX plank roof deck. Insulation value of R-30.

| | |
|---|---|
| Start Date: | December 2, 2021 |
| End Date: | November 30, 2023 (Extended due to material shortages) |
| Original Contract: | $118,300,00 |
| Final Cost: | $120,900.00 |

Completed on time

**Partial Roof Replacement South Windsor High School**
South Windsor Board of Education
1737 Main Street
South Windsor, CT 06074
Contact: Darrel Crowley
(860) 291-1220
This 96,531 sq. ft. partial roof replacement project utilized a two-ply modified built-up roof system with a 30 year warranty. Roof deck types included flat and sloped metal roof decks and flat gypsum plank roof deck. The new roof system was installed on tapered and flat polyisocyanurate insulation. The finish roof surface has a minimum ¼" per ft. slope and the average R value exceeds 30. $89,100.89 of change order cost due to increased material cost during covid.

| | |
|---|---|
| Start Date: | July 15, 2021 |
| End Date: | March 19, 2024 (Extended due to material shortages) |
| Original Contract: | $2,400,000,00 |
| Final Cost: | $2,504,082.89 |

Completed on time

**Roof Replacement Timothy Edwards Middle School**
South Windsor Board of Education
1737 Main Street
South Windsor, CT 06074
Contact: Darrel Crowley
(860) 291-1220
This project includes a total roof area of approximately 45,107 sq. ft. The existing roof systems will be removed down to the existing gypsum or metal roof deck and new thermoplastic on a tapered insulation system installed on 41,443 sq. ft. On the remaining 3,664 sq. ft. a thermoplastic membrane will be installed on 5.2" of flat stock insulation on a sloped gypsum roof deck.
Start Date: March 23, 2023
End Date: January 7, 2024
Original Contract: $3,173,719.00
Final Cost: $3,125,529.20
Completed on time

**Partial Roof Replacement Center Road Elementary School**
Town of Vernon
375 Hartford Turnpike
Vernon, CT 06074
Contact: Dwight Ryniewicz
(860) 870-3500
The Vernon Center Road School partial replacement project encompasses an area of approximately 42,860 sq. ft. The existing roof systems were removed down to the existing metal roof deck. A new 2 ply modified built-up roof system on 1/8" per ft. tapered insulation was installed on the existing sloped (1/8" per ft.) metal roof deck. $58,600.00 of change order cost due to increased material cost during covid.
Start Date: September 27, 2021
End Date: November 17, 2023 (Extended due to material shortages)
Original Contract: $1,108,000.00
Final Cost: $1,206,432.09
Completed on time

**Partial Roof Replacement One Connecticut Financial Center, New Haven**
Chase Enterprises, Inc.
225 Asylum Street
Hartford, CT 06103
Contact: Rob Cirinna
(860) 461-8518
This roof replacement was approximately 3,722 sq. ft. of a 2 ply modified roof system on tapered insulation on a concrete roof deck. The roof is above the 27th floor of One Connecticut Financial Center. Roof installation completed with no change orders.
Completed on time

**Partial Roof Replacement Sedgwick Middle School**
Town of West Hartford
50 S. Main Street
West Hartford, CT 06107
Contact: Bill Phibbs
(860) 561-7523
This project included the removal of approximately 25,547 sq. ft. EPDM roof system down to the existing metal of gypsum roof deck. A new .090 mill EPDM with 30 year warranty was installed on tapered polyisocyanurate insulation. The new roof system has a finished slope of ¼" per ft.
Start Date: June 22, 2022
End Date: November 4, 2022
Original Contract: $669,600.00
Final Cost: $690,290.93
Completed on time

**Partial Roof Replacement DPW Maintenance Building – South Wing**
Town of West Hartford
50 S. Main Street
West Hartford, CT 06107
Contact: Bill Phibbs
(860) 561-7523
Project scope includes 18,078 sq. ft. .090 EPDM installed on 1/8" tapered polyisocyanurate insulation on 1/8" sloped metal roof deck. An additional 9,122 sq. ft. .090 EPDM installed on ¼" tapered polyisocyanurate insulation installed on flat metal roof deck.
Start Date: January 31-2023
End Date: January 3, 2024
Original Contract: $1,025,100.00
Final Cost: $1,102,764.81
Completed on time

**Partial Roof Replacement Burnham Elementary School**
Regional School District 12
11A School Street
Washington Depot, CT 06793
Contact: Donald O'Leary
(860) 868-6174
This project included the removal of approximately 2,902 sq. ft. of the original slate shingle roof and replacement with a structural standing roof system. An additional 2,344 sq. ft. of flat roof was removed down to the wood roof deck and a new tapered insulation and 2 ply modified roof system installed.
Start Date: March 27, 2022
End Date: October 26, 2022
Original Contract: $306,400,00
Final Cost: $306,400.00
Completed on time

**Roof Replacement Westbrook Town Hall**
Town of Westbrook
866 Boston Post Road
Westbrook, CT 06498
Contact: Jeffrey Tindall
(860) 943-3241
Project included the removal of asphalt shingles on sloped wood roof deck and the installation of 18,600 sq. ft. standing seam roof in its place. An additional 6,000 sq. ft. of 2 ply modified roof system was installed on ¼" per ft. tapered polyisocyanurate insulation on flat wood roof deck.
Start Date: May 17, 2022
End Date: October 23, 2023 (Extended due to material shortages)
Original Contract: $1,190,768.00
Final Cost: $1,197,910.00
Completed on time

**Roof Replacement Westbrook Town Library**
Town of Westbrook
866 Boston Post Road
Westbrook, CT 06498
Contact: Jeffrey Tindall
(860) 943-3241
Project required the removal of asphalt shingle on a sloped wood roof deck and its replacement with 10,415 sq. ft. of structural standing seam roof system. Roof work included barrel vault and eyebrow window openings in the roof.
Start Date: July 21, 2022
End Date: October 23, 2022
Original Contract: $623,000.00
Final Cost: $623,000.00
Completed on time

**Partial Roof Replacement 660 Morehouse Road**
Town of Easton DPW
15 Westport Road
Easton, CT 06612
Contact: Ed Nagy P.E.
(203) 268-0714
Project included the removal of the existing flat roof system down to the existing flat metal roof deck and the installtion of .090 EPDM membrane on ¼" per ft tapered polyisocyanurate insulation on the metal roof deck. $55,500.00 of change order cost due to increased material cost during covid.
Start Date: May 5, 2022
End Date: December 14, 2022
Original Contract: $514,000.00
Final Cost: $582,420,89
Completed on time

**Partial Roof Replacement Eli Whitney Elementary School**
Town of Enfield DPW
40 Moody Road
Enfield, CT 06082
Contact: William DuFour
(860) 763-7400
This partial roof replacement project encompasses a total area of 60,154 sq. ft. 53,654 sq. ft. has a 1/8" per ft tapered insulation system installed on a 1/8" per ft. sloped roof deck, finish slope is ¼" per ft. slope. The remaining 6,500 sq. ft. of roof is a sloped roof area. New flat stock insulation was installed on the sloped roof. The new roof system is a 25 year, low VOC, TPO membrane roof system on the insulation.
Start Date: March 10, 2022
End Date: December 7, 2022
Original Contract: $1,331,800.00
Final Cost: $1,401,485.57
Completed on time

**Partial Roof Replacement Hazardville Memorial School**
Town of Enfield DPW
40 Moody Road
Enfield, CT 06082
Contact: William DuFour
(860) 763-7400
This project includes a total roof area of approximately 45,107 sq. ft. The existing roof systems will be removed down to the existing gypsum or metal roof deck and new thermoplastic membrane on a tapered insulation system installed on 41,443 sq. ft. On the remaining 3,664 sq. ft. a thermoplastic membrane will be installed on 5.2" of flat stock insulation on a sloped gypsum roof deck.
Start Date: March 10, 2022
End Date: December 8, 2022
Original Contract: $1,324,600.00
Final Cost: $1,378,633.16
Completed on time

**Roof Replacement for Margaret M. Generali Elementary School**
City of Waterbury
235 Grand Street
Waterbury, CT 06702
Contact: Rosh Madgfour
(203) 574-8031
The Generali roof replacement project encompasses an area of 32,197 sq. ft. On 26,297 sq. ft. of roof area the existing roof systems were removed down to the existing metal, concrete, tectum, or wood roof deck. A 1/8" or ¼" per ft. tapered polyisocyanurate insulation was installed to achieve a final roof slope of ¼" per ft. minimum. The remaining 5,898 sq. ft. of roof area had the existing roof system removed down to the existing plywood roof deck sloped in excess of ¼" per ft. 5.2" of flat stock insulation was installed. A 2 ply modified bituminous roof system installed on all areas of the roof.

| | |
|---|---|
| Start Date: | September 10, 2020 |
| End Date: | December 22, 2022 (Extended due to material shortages) |
| Original Contract: | $745,050.00 |
| Final Cost: | $760,275.26 |

Completed on time

**Roof Replacement South Windsor High School Annex**
South Windsor Board of Education
1737 Main Street
South Windsor, CT 06074
Contact: Darrel Crowley
(860) 291-1220
This recently completed roof replacement project of approximately 45,436 sq. ft. is nearing completion. The new roof system is a 25 year, mineral surface SBS modified membrane roof system on tapered insulation. Other improvements include replacement of the existing primary roof drains and the installation of overflow scuppers and repoint of the chimney. $51,893.60 of change order cost due to increased material cost during covid.

| | |
|---|---|
| Start Date: | May 5, 2021 |
| End Date: | November 11, 2022 (Extended due to material shortages) |
| Original Contract: | $1,140,000.00 |
| Final Cost: | $1,200,544.67 |

Completed on time

**Partial Roof Replacement Stanton School – Phase II**
Norwich Board of Education
90 Tolon Street
Norwich, CT 06074
Contact: Matt Brown
(860) 934-1110
This partial roof replacement project encompassed an area of approximately 10,200 sq. ft. The new roof system is a 20 year, modified built-up roof system on ¼" per. ft. tapered polyisocyanurate insulation on a metal roof deck.

| | |
|---|---|
| Start Date: | April 14, 2021 |
| End Date: | October 20, 2021 |
| Original Contract: | $193,000,00 |
| Final Cost: | $193,000.00 |

Completed on time

**Partial Roof Replacement Sage Park Middle School – Phase I**
Town of Windsor
275 Broad Street
Windsor, CT 06095
Contact: Marco Aglieco
(860) 285-1870
This roof replacement project encompasses a total area of approximately 49,800 sq. ft. The new flat roof system is approximately 38,300 sq. ft. and is a 25 year, mineral surface SBS modified membrane roof system on flat stock or tapered insulation. Other work included refurbishing the existing roof top mounted sloped standing seam metal roof screen. The back of the metal screen was enclosed to create a water tight enclosure. $81,592.00 of change order increase attributed to an additional roof section over the wood shop added to the scope of work.
Start Date: April 21, 2021
End Date: December 20, 2021
Original Contract: $1,432,000.00
Final Cost: $1,523,581.00
Completed on time

**Partial Roof Replacement & Code Improvements Sayles Elementary School**
Sprague Public Schools
25 Scotland Road
Baltic, CT 06330
Contact: William Hull
(860) 822-8264
The asphalt shingle roof replacement at the Sayles Elementary School encompasses an area of approximately 36,500 sq. ft. The existing roof system was removed down to the existing plywood roof deck, deteriorated plywood replaced, and underlayment installed. Other roof related work includes all new siding for the roof dormers, .040 aluminum gutters, leaders and flashings.
Start Date: March 28, 2021
End Date: November 18, 2021
Original Contract: $480,000,00
Final Cost: $481,315.00
Completed on time

## Conflict of Interest

Hibbard $ Rosa Architects, L.L.C., the members , employees and consultants do not a have any financial interest or business conflicts with any member of the City of Waterbury or its employees.

Hibbard & Rosa Architects LLC

100 RIVERVIEW - SUITE 272 – MAIN STREET – 292 MAIN STREET
MIDDLETOWN, CT 06457

Established in 1996 by Thomas F. Hibbard and Carmelo Rosa, Hibbard and Rosa Architects, L.L.C. is the successor firm to Seb J. Passanesi, Architects. Located in Middletown, CT for over 60 years we have provided service for a full range of projects. Our clients include a cross section of municipal, state departments, retail, commercial, industrial, residential, religious and government institutions. Since its inception our firm has been dedicated to providing quality architectural design and service. Our firm is experienced in providing services for new construction, renovations, adaptive use designs and historic preservation.

**Thomas F. Hibbard - Principal**

Mr. Hibbard is a 1981 graduate of the Catholic University of America School of Architecture. He is a licensed Architect in the State of Connecticut. His diverse background includes the design and construction of many municipal, government, State and private contracts. He has extensive knowledge in new construction and renovations.

Mr. Hibbard has worked for over 50 Municipalities through-out the State. He has provided professional architectural services for municipal facilities, K-12 schools, colleges, State facilities, private entities, and non-profit organizations through-out his career. Mr. Hibbard has extensive experience in roof replacement and exterior building renovations. This past year six school roof replacement projects were successful bid and construction completed.

**EXPERIENCE:**

Hibbard & Rosa Architects L.L.C. 1996 – Present
Middletown, Connecticut
Principal

Seb J. Passanesi, P.C. 1992-1996
Middletown, Connecticut
Project Manager, Vice President

Kaestle Boos Associates 1986-1990
New Britain, Connecticut
Intern Architect

**EDUCATION:**

Catholic University of America
Washington D.C.
B.S. Architecture 1981

**CERTIFICATES:**

University of Tennessee Certificate in Sustainable Design & Green Buildings Level 1

**MEMEBERSHIPS:**

American Institute of Architects (AIA)
International Code Council (ICC)
GSA Registered Vendor

**LICENSES:**

State of Connecticut – Lic. # 4914

**MILITARY EXPERIENCE:**

U.S. Navy 1982-1986
U.S. Navy Reserves 1986-2004
Commander

**CLIENTS:**

- City of Stamford, CT
- Town of South Windsor, CT
- Town of Windsor, CT
- Town of Westbrook, CT
- Town of Fairfield, CT.
- City of West Haven, CT
- Town of Enfield, CT
- Town of Guilford
- Town of Southington, CT
- City of Easton, CT
- City of Waterbury, CT
- Town of North Branford, CT
- Region 12 Board of Education
- Region 13 Board of Education

**Carmelo J. Rosa - Principal**

Mr. Rosa is a 1988 graduate of Roger Williams University School of Architecture. He received a B.S. in Architecture with a minor in Civil Engineering. He is a licensed Architect in the State of Connecticut, Rhode Island, New York, Massachusetts, Vermont, and New Hampshire. He has extensive knowledge in new construction and renovations with municipal, government, State and private contracts.

Mr. Rosa has worked for over 50 Municipalities through-out the State. Mr. Rosa is also registered in the surrounding states and has provided architectural services in these states through-out his career. He has provided professional architectural services for K-12 schools, colleges, State facilities, Government facilities, private entities, and non-profit organizations through-out his career.

Mr. Rosa is currently completing bidding services for various modernization projects for Stamford Housing Authority Dba Charter Oak Communities. He recently completed construction administration services for renovations to U.S. Probations offices and Judges Chambers as well as the Department of Social Services for the State of Connecticut. Mr. Rosa has recently developed construction documents for renovations for the Social Security Administration offices in New Haven CT, as well as the School of Law, School of Medicine and the Office of Development for Yale University. Mr. Rosa is currently working on the Social Security Administration Offices in Middletown, CT.

**EXPERIENCE:**

Hibbard & Rosa Architects L.L.C. 1996 – Present
Middletown, Connecticut
Principal

Seb J. Passanesi, P.C. 1992-1996
Middletown, Connecticut
Project Manager

Kaestle Boos Associates 1988-1992
New Britain, Connecticut
Intern Architect

**EDUCATION:**

Roger Williams University
Bristol, R.I.
B.S. Architecture 1987
Minor in Civil Engineering

**LICENSES:**

State of Connecticut – Lic. # 8361

**MEMEBERSHIPS:**

American Institute of Architects (AIA)
International Code Council (ICC)
GSA Registered Vendor

State of Connecticut – Lic. # 8361

**CLIENTS:**

- Stamford Housing Authority
- Connecticut Department of Social Services
- Connecticut Department of Children and Families
- Yale University
- United States Department of Justice
- Social Security Administration
- MARC, Middletown, CT
- Safe Home Security, Inc.
- Region 17 Schools
- DBS, Inc.
- O & G Industries
- Chase Enterprises, Inc.
- Cornerstone Properties, Inc
- Borghesi Building & Engineering, Inc
- City of Middletown, CT
- Wesleyan University, Middletown, CT
- JLN Contracting, Inc.
- Airport Auto Body, LLC
- Premier Building & Development
- LAZ Parking

HYGENIX
Division of Pennoni

49 Woodside Street
Stamford, CT
203-324-2222
Pennoni.com

## Firm Overview

Since 1985, Hygenix has been a leader in environmental consulting, testing and laboratory services. Their staff of environmental scientists includes certified industrial hygienists (ABIH), geologists and licensed environmental professionals, supported by a laboratory accredited by the Connecticut Department of Public Health. The staff employs innovative tools and techniques to assess asbestos containing materials, lead-containing paint, radon, and various other contaminants in buildings, as well as, to assess soil, soil vapors and groundwater for contaminants of concern.

In October 2022, Pennoni purchased certain assets and welcomed the staff of Hygenix, Inc. With the addition of Hygenix, Pennoni is strengthening its Environmental, Health and Safety (EHS) service offerings nationwide. With our office in Stamford, CT, Pennoni can provide a representative on-site to meet with you within short notice to tend to immediate project needs.

Pennoni views the start of every project as the beginning of a collaboration because we understand the value of partnership. As a mid-sized multidisciplinary firm, our engineers gain experience across several disciplines through which we approach engineering challenges from a wider perspective than most. From land development to energy management, our expertise runs deep and our passion for problem-solving runs even deeper. Throughout five decades, our commitment to elevating the impact of our outcomes through personalized service has been steadfast. We have the experience to anticipate roadblocks and the insight to understand how to move past them. We also have the flexibility to be innovative in our approach with the integrity to get things right. Our goal is to help communities and private sector clients alike navigate the ever-changing technological advancements available and learn how best to integrate "smart" solutions into the current landscape and make them a part of resilient and sustainable planning.

Pennoni milestones are bigger than any one project. We measure achievement in innovation, efficiency, and excellence. The footprint of our work may be large, but our focal point is not just on "where"; it's on "how". We are relentless in our aim to bring fresh perspectives and new technologies. We establish relationships based on honesty to create trust and longevity. The net effect? Our combination of talent and experience that generates unprecedented results for diverse projects across our geographic reach.

Established as a corporation in 1966, Pennoni is a multidisciplinary firm that employs more than 1,200 professional, technical, and administrative personnel in more than 35 offices strategically located to best serve our growing list of clients. Pennoni provides services to local, state, and federal governments and private, commercial, industrial, and construction clients, as well as to other professional firms. With an Employee Stock Ownership Program (ESOP) in place, we dedicate ourselves daily to client service, to giving back to the community, and to nurturing the entrepreneurial spirit of our employee-owners. We have received numerous awards for our work as well as our corporate culture, including national rankings by the Zweig Group and Engineering News-Record.

### Structural Engineering

Our structural engineering staff thrive on design and technical challenges involved in creating durable structures that meet the challenges of creative architecture. Our staff work with architects, owners, and builders on a wide range of building types, and possess a thorough knowledge of materials, including steel, concrete, masonry, and timber. Our understanding of structure allows us to develop cost effective and long-lasting solutions. Our reputation is a result of our performance on technically demanding and often high-profile projects.

Environmental, Health, & Safety Services

When working on environmental, health, and safety projects, our staff aims to aid our clients in protecting their community, their businesses, and their natural climate from such adverse products as pollution, mold, and other hazardous materials. Pennoni's Environmental Technology consists of environmental, civil, and chemical engineers, geologists, industrial hygienists, and environmental scientists experienced in performing a wide range of environmental support services.

Our Environmental staff is qualified and experienced in providing hazardous materials surveys, asbestos, lead-based paint, mold, and PCB management, indoor air quality studies, and health and safety planning. Pennoni has a working relationship with area regulatory agencies and can provide air permitting, solid and hazardous waste management, underground storage tank management, as well as, agency negotiations, and expert testimony/litigation support services. We also have experience with environmental impact statements, endangered species and wetland delineations/mitigations, compliance audits, and landfill investigations/closures.

We partner with regulatory and environmental protection agencies to understand the best practices for solid and hazardous water management, endangered species, wetland delineations, landfills, and more. The result of a successful environmental, health, and safety project shows a commitment and dedication to the environment and the people who live in it.

# HYGENIX DIVISION OF PENNONI
# STAFF ORGANIZATION

## PRIMARY POINTS OF CONTACT

The primary point of contact for this project is:


James Twitchell, Project Manager
HYGENIX Division of Pennoni (HDP)
49 Woodside Street
Stamford, CT 06902

telephone # 203-324-2222 x15
mobile # 203-554-1249
e-mail: jtwitchell@pennoni.com

Ross Stuart, PE, SE,
Associate VP, Structural Division Manager
Pennoni
1900 Market St, Suite 300
Philadelphia, PA 19103

telephone # 215-254-7868
mobile # 610-425-8169
e-mail: rstuart@pennoni.com


## TESTING LABORATORIES

HYGENIX Division of Pennoni (HDP) has relationships with many laboratories that provide us the flexibility to meet our clients' scheduling demands. The following is a list of some of the laboratories we use:

AmeriSci New York (Asbestos Samples)
117 East 30th Street
New York, NY10016
CT Registration # PH 0186
ELAP # 11480

Phoenix Environmental (PCB, IAQ, Other)
587 East Middle Turnpike
Manchester, CT 06040

Complete Environmental Testing (PCB, Lead, Other)
80 Lupes Drive
Stratford, CT 06615

Con-Test Analytical Laboratories (PCB Samples)
39 Spruce Street
East Longmeadow, MA 01028

Schneider Laboratories (Lead & IAQ Samples)
2512 West Cary Street
Richmond Virginia 23220

York Analytical Laboratories (PCB, IAQ, Other)
120 Research Drive
Stratford, CT 06615

**CERTIFIED STAFF**

Listed below are the full-time certified staff members that HDP has available to assign to this project:

Ross Stuart, PE, SE, (Associate VP, Structural Division Manager)

Robert C. Brown, MS, CIH (Senior Industrial Hygienist & Office Manager)

Arthur Morris, MS, LEP (Senior Industrial Scientist)

Nic Vasquez, CIH (Senior Industrial Hygienist)

James Twitchell (Senior Industrial Hygienist)

Ryan Ebenhack, MS (Staff Industrial Hygienist)

Ted Tio, MS (Senior Industrial Hygienist)

Peter Antonucci (Staff Geologist)

Jason Gemmell (Staff Industrial Hygienist)

Brian Baker (Graduate Environmental Scientist)

Kyle Ryen (Graduate Industrial Hygienist)

Paul Constantin (Graduate Engineer)

Resumes of the staff members, most likely to be assigned to this project are included in the following pages of this document.

## SENIOR STAFF RESUME'S

**SENIOR INDUSTRIAL HYGIENIST & OFFICE MANAGER**

**ROBERT C. BROWN**

***Professional Experience***

**November 2022 – Present -- HYGENIX Division of Pennoni, Stamford, CT**

**1987 – October 2022 -- HYGENIX, Inc., Stamford, CT**
Director of Industrial Hygiene

- Co-founder of environmental and industrial hygiene consulting firm. Served as laboratory director and initiated programs for the assessment of asbestos, lead-based paint, and indoor air quality. Responsibilities include policy-making and technical coordination for a staff of industrial hygiene technicians.

**1981 – 1987 -- Greenwich Department of Health, Greenwich, CT**
Director of Environmental Health and Laboratory

- Developed policies and supervised the implementation of environmental health programs to a community of 60,000 residents. Responsible for educating and enforcing compliance with public health regulations in areas of sewage disposal, water treatment, food sanitation, solid waste and hazardous materials management. Served as laboratory director.

**Education**

**1970 – 1975 -- Northeastern University, Boston, MA**
Bachelor of Science

- Majored in Medical Laboratory Science at the School of Pharmacy and Allied Health Professions. Curriculum included a 1-year internship at the New England Deaconess Hospital with formalized training in clinical chemistry, microbiology, hematology, and immunology.

**1976 – 1978 -- Tulane University, New Orleans, LA**
Master of Science in Hygiene

- Majored in Environmental Health Science at the School of Public Health and Tropical Medicine. Curriculum included coursework in biostatistics, epidemiology, environmental chemistry and microbiology, and occupational and radiological health.

**1981 – 1985 -- Columbia University, New York, NY**
Doctoral Candidate

- Majored in Environmental Science at the School of Public Health. Completed prerequisite course work (not including dissertation) in a curriculum encompassing toxicology, public health and industrial hygiene related courses.

**Professional Memberships**

- American Industrial Hygiene Association
- American Conference of Governmental Industrial Hygienists
- National Environmental Health Association
- American Public Health Association
- American Society of Heating, Refrigeration and Air Conditioning Engineers

**Accreditations**

- Certified Industrial Hygienist (American Board of Industrial Hygiene)
- Certified CT/NY Asbestos Inspector, Project Monitor, Management Planner and Project Designer
- Certified CT Lead Inspector/Risk Assessor and Project Designer

**ASSOCIATE VICE PRESIDENT, STRUCTURAL DIVISION MANAGER**

**ROSS E. STUART**

***Professional Experience Summary***

Mr. Stuart, a Senior Structural Engineer, and Division Manager, has over 16 years of structural design and assessment experience. He has assisted with the design, coordination, administration, and management of the structural engineering for a diverse spectrum of projects, including new construction, rehabilitation, adaptive reuse, inspection, condition assessment, pre-purchase due diligence and bid repair projects. Prior to joining Pennoni, he served as a project engineer on a variety of commercial, institutional, manufacturing process, and industrial facilities throughout the mid-Atlantic region.

Mr. Stuart's design experience includes steel framing and connections, foundations (deep and shallow), adaptive reuse of existing structures, reinforced concrete, masonry, cold formed steel, wood. His design experience applies to a wide range of structures, including commercial, parking, casino, residential, education, health care, municipal and other mixed-use projects.

Mr. Stuart's field experience includes multiple site visits and condition assessment surveys for a variety of structures. The type of condition assessment work varies from façade restoration, Philadelphia Ordinance fulfillment, pre-purchase due diligence, emergency repair work and general building evaluation. His investigation field work includes a wide range of structures, including concrete, parking, steel, wood, and masonry structures.

**Education**

2007 – BS – Civil/Environmental Engineering - Rutgers University, New Brunswick, NJ

**Professional Registrations**

* Professional Engineer: CT (#34230)
* Professional Engineer: PA. FL, NJ, DE, NC, NY, WV, AR, MD, MI
* Professional Structural Engineer: HI, NV, IL, UT, OK

**Profession Affiliations**

* American Society of Civil Engineers
* Delaware Valley Association of Structural Engineers
* American Concrete Institute
* American Institute of Steel Construction
* Structural Engineers Association of Pennsylvania

**Honor/Awards**

* Civil & Structural Engineer Rising Stars Award, Civil+Structural Engineer Magazine (2019)
* Certified CT/NY Asbestos Inspector, Project Monitor, Management Planner and Project Designer
* Certified CT Lead Inspector/Risk Assessor and Project Designer

**SENIOR INDUSTRIAL SCIENTIST**

**ARTHUR B. MORRIS, MS, LEP**

**Education:**

1974 BA - Environmental Science - Long Island University
1980 MS - Biology - Southern Connecticut State College

**Special Training & Certifications:**

1986 McCrone Research Institute "Identification of Asbestos"
1984 Occupational Safety and Health Center
"Sampling and Evaluating Airborne Asbestos Dust (NIOSH 582)"
1988 NY State Department of Labor Restricted Asbestos Handler II
1990 American Board of Industrial Hygiene
IHIT - Industrial Hygienist in Training
1992 Health & Safety During Underground Storage Tank Remediation (16 hrs.)
1998 Connecticut DEP-Licensed Environmental Professional (LEP) License #257
1999 40Hr OSHA Training-Hazardous Waste Operations & Emergency Response

US Test Tightness Testing Certification (Volumetric Ultrasonic Testing)
USTest 2001/P System

**Work Experience:**

1974-75 Texas Instruments
Environmental Laboratory Technician
Performed environmental sampling
Conducted laboratory analysis of water

1975-87 Greenwich Department of Health
Laboratory Supervisor/Environmental Chemist
Conducted laboratory analysis of air,
water, food and clinical samples

1987-88 Greenwich Department of Health
Director of Environmental Health & Laboratory
Administered municipal department, responsible for air/water
pollution, solid waste management, food sanitation,
sewage disposal and health screening programs

1988-22 HYGENIX, Inc.
Secretary/Treasurer; Director of Environmental Services
Directed staff performing environmental site assessments,
Phase I, II, III Assessments, Remedial Action Plans, CT DEP Property
Transfer Act Filings/ECAF Preparations

November 2022 – Present
HYGENIX Division of Pennoni, Stamford, CT

**SENIOR INDUSTRIAL HYGIENIST**

**JAMES TWITCHELL**

**Education:**

May 1996 BS Environmental Sciences – Binghamton University
BS Political Science - Binghamton University

**Special Training and Certifications:**

EPA and CT State Licensed Lead Inspector/Risk Assessor
EPA Certified Lead Project Designer
EPA, NY and CT State Licensed Asbestos Inspector
EPA, NY and CT State Licensed Asbestos Project Monitor
EPA, NY and CT Licensed Asbestos Management Planner
EPA, NY Certified and CT Licensed Asbestos Project Designer
40-Hour OSHA Hazwopper Training

**Environmental Work Experience:**

November 2022 – Present

HYGENIX Division of Pennoni, Stamford, CT

September 1996- October 2022

HYGENIX, Inc. Stamford, CT – Has successfully designed and implemented multiple PCB cleanup and disposal plans for caulking materials and the associated building materials in both public and private settings.

HYGENIX, Inc. Stamford, CT – Has designed, implemented, and managed abatement projects for various hazardous materials on residential, industrial, public, and school buildings. Has extensive knowledge of the school review process with The Bureau of School Facilities Unit and has established relationships with local, State and Federal regulatory agencies.

HYGENIX, Inc. Stamford, CT – Since 1996 has conducted asbestos surveys in accordance with local State and Federal regulations. Has conducted project oversight and management of the asbestos remediation project. Other duties include air sampling, attendance of project meetings, review of abatement engineering controls, and preparation of specifications, management plans and proposals.

HYGENIX, Inc. Stamford, CT- Since 1998 has conducted lead XRF surveys in accordance with state and federal regulations and conducted project oversight of lead abatement and demolition projects with lead-based paint.

**STAFF INDUSTRIAL HYGIENIST**

**RYAN J. EBENHACK**

**Education:**

| | |
|---|---|
| May 1998 | B.S. Biology - Allegheny College |
| April 2005 | Masters in Industrial Hygiene - University of New Haven |

**Special Training and Certification:**

| | |
|---|---|
| New York State Department of Labor | - Asbestos Inspector<br>- Asbestos Project Monitor<br>- Asbestos Air Technician |
| Connecticut Department of Public Health | - Asbestos Inspector<br>- Asbestos Project Monitor |
| Environmental Assessment Association | - Certified Testing Specialist |
| GHH Engineering Inc. | - Mold Awareness & Inspection<br>- Mold Investigation & Assessment |
| Greater New York Safety Council | - Indoor Air Quality |
| 40-Hour OSHA HAZWOPPER Training | |

**Work Experience:**

November 2022 – Present

HYGENIX Division of Pennoni, Stamford, CT

September 1999-October 2022

HYGENIX, Inc. Stamford, CT - Head of HYGENIX indoor air quality division. Worked directly under certified industrial hygienist (CIH) Robert Brown since 1999. Conducted over 350 indoor air quality inspections of schools, hospitals, office buildings, and residential homes. Duties include designing specifications for fungi remediation, fungi inspections, overseeing fungi remediation projects, industrial hygiene sampling, OSHA sampling, overseen dust control methodologies during renovations in hypersensitive locations such as hospitals. Have conducted testing for fungi, bacteria, carbon dioxide, carbon monoxide, temperature, relative humidity, radon, legionella, coliform bacteria, lead in water, formaldehyde, mercury, particulate, volatile organic compounds, light, noise, and several other compounds. Worked with insurance companies, engineers, architects, public health workers and lawyers. Attended several environmental classes and seminars.
Conducted over 300 asbestos surveys in accordance with either New York State Department of Labor, Connecticut Department of Health, or AHERA regulations. Conducted project oversight and management for over 150 asbestos remediation projects in New York City, New York State, and Connecticut. Other duties include air sampling, write specifications for abatement projects, attendance of project meetings, and review of abatement engineering controls.

**SENIOR INDUSTRIAL HYGIENIST**

**TED TIO**

**Education:**

December 2003 MS in Occupational Safety & Health – University of New Haven
December 2001 BS in Industrial Technology - Abilene Christian University

**Training and Certification**

| | |
|---|---|
| New York State Department of Labor | - Asbestos Inspector<br>- Asbestos Project Monitor<br>- Asbestos Air Technician |
| Connecticut Department of Public Health | - Asbestos Inspector<br>- Asbestos Project Monitor |
| National Radon Safety Board | - Radon Measurements Specialist |

**Work Experience:**

**November 2022 – Present -- HYGENIX Division of Pennoni, Stamford, CT**

**January 2004 – October 2022 - Hygenix Inc. Stamford, CT**

Conduct asbestos surveys in accordance with either New York State Department of labor, Connecticut Department of Health, or AHERA regulations. Conduct project oversight and management for asbestos remediation projects in Connecticut. Other duties include air sampling, attendance of project meetings, and review of abatement engineering controls.

Conduct indoor air quality inspections of educational facilities, medical facilities commercial facilities and residential homes. Knowledge of testing methodologies for fungi, bacteria, radon, legionella, coliform bacteria, lead in water, formaldehyde, volatile organic compounds and several other compounds. Other duties include designing specifications for fungi remediation

**April – December, 2003- Hygenix Inc. Stamford, CT - Internship**

Assisted Certified Industrial Hygienist (CIH) Robert Brown and licensed inspectors during air quality inspection and asbestos surveys of various facilities and buildings. Conducted testing for fungi, general indoor air quality parameters, legionella, coliform bacteria, volatile organic compounds.

# REPRESENTATIVE PROJECTS

**PVTA Administration Building – Environmental Roof Inspection, Springfield, MA (08/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Town of Vernon, Horovitz Pool House – Environmental Roof Inspection, Vernon, CT (07/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Hoosac Valley High School & Middle School – Environmental Roof Inspection, Cheshire, MA (07/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**West Springfield Parks & Rec Annex – Environmental Roof Inspection, West Springfield, MA (07/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**West Springfield Town Hall – Environmental Roof Inspection, West Springfield, MA (07/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Regional Water Authority Saltonstall WTP – Environmental Roof Inspection, East Haven, CT (05/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Juliet Long School – Environmental Roof Inspection, Gales Ferry, CT (04/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Wonderland of Ice – Environmental Roof Inspection, Bridgeport, CT (04/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Touchpoints at Farmington – Environmental Roof Inspection, Farmington, CT (02/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Former Haddam Elementary School – Environmental Roof Inspection, Haddam, CT (12/22)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Fire Station 1 – Environmental Roof Inspection, South Windsor, CT (11/22)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**New Fairfield High School – Environmental Roof Inspection, New Fairfield, CT (02/20)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Amtrak – CTDOT Mechanical Building Roof Replacement, New Haven, CT (7/19)**
Project Engineer – Performed site visit to determine the existing roofing conditions to prepare for design of the roof replacement of the CTDOT Mechanical Building. Repair recommendations for the replacement of the existing poor conditioned roof were designed and provided. (19-03151)

**Township of Haverford – Grange Estate Lower Springhouse Roof Replacement, Havertown, PA (2/19 – Present)**
Project Engineer – Responsible for assessing the exiting roof system conditions to design replacement roofing for the historic Grange Estate Springhouse. (HAVTT21838)

**West East Goshen Regional Police Department - Roof Repairs, West Chester, PA (8/19)**
Project Engineer - Responsible for the condition assessment, documentation, and construction phase services for a police station that was approximately 12,960-SF with two stories. Performed a site visit to observe and evaluate the condition of the existing roof, including shingles, EPDM roof, ceiling insulation, soffit vents and roof vents. Repaired and replaced the roofing. (WEGPD19001)

**Intersect Energy – Rooftop Solar Photovoltaic, Wayne, PA (1/19 – Present)**
Project Engineer – Performed structural analysis of the existing structural elements impacted by proposed rooftop photovoltaic systems at three different buildings. Analysis was based off observations of readily exposed structural conditions and a recommendation was provided on options and costs for strengthening existing structure. (INTER18001)

**The Boeing Company - Roof Leak and Flashing Detail Investigation, Philadelphia, PA (4/21 – 6/21)**
Responsible for visiting the project site and determining the cause of the leak at Building 3-57. Following the site visit, it was concluded that the detail on the building relies on both caulk joints to work together to keep water from entering above the z-clip. With the one caulk joint missing, snow/ice built up against the flashing, and as a result entered the building. Concluded the project by providing three options that would resolve the water infiltration. (TBCIX21002)

**Athena Construction Group Inc. - Roof Replacement, Arlington, VA (5/20)**
The purpose of the analysis was to review the roof replacement construction documents and determine if the existing framing can safely support the additional dead load of the proposed new roofing system. (

**PhilaPort - Pier 82 Roof Replacement, Philadelphia, PA (2019)**
Structural Engineer of Record - Roof replacement on an approximately 115,000-SF warehouse building with a new modified bituminous roofing system, including additional vapor barriers and insulation as required to convert the building into a cold storage facility. (PRPAX19001)

**Amtrak - Roof Replacement, Chicago, IL (12/19 - 8/20)**
The existing building is a one-story concrete metal wall panel structure with a standing seam metal roof. The building is approximately 1,152-SF. Conducted a site visit to observe and evaluate the condition of the existing structures, roofs and drainage systems. The purpose of the site visit is to inspect the existing conditions, locate penetrations and projections, and evaluate the roof. (ATKRX19017)

**Belgium Ambassador Residency, Condition Assessment, Washington, DC (4/22)**
Project Engineer – Performed a condition assessment of the existing roof structure to verify if the new addition of a photovoltaic solar arrays can be supported. It was concluded that the addition of the solar panels can be supported by the existing roof structure. (IPSUN22003)

**North Point Development - Structural and Roofing Condition Assessment Report, Fairless Hill, PA (11/20 - 12/20)**
Project Engineer – Responsible for a report that summarized the structural and roofing condition assessment of the six (6) existing heavy industrial buildings located at the former US Steel site. The combined gross square footage of the buildings were approximately 1,000,000 square-feet. (NPDEV20003)

**Pine Hill Municipal Authorities - Roofing Condition Assessment Report, Pine Hill, NJ (7/20 - 10/20)**
Roofing condition assessment of the Pine Hill MUA located at 907 Turnnerville Pike, Pine Hill, NJ. The assessment o f the roof included visual observations of the exposed and readily accessible roofing and limited structural component s associated with the roofsof the referenced building. Some roof cores samples were obtained for the roofing systems. (PHMUX20007)

**East Goshen Township – East Goshen Township Roof Replacement, West Chester, PA (8/19 – 9/19)**
Project Engineer – Performed assessment of the existing conditions of the roof and the wood decking. Designed a replacement of the sloping roof with replacements for deficiencies in any wood decking. (EGOS0007)

**JP Morgan Chase Account – JPMC Building Roof Parapet Wall Leakage, Wilmington, DE (7/19)**
Project Engineer – Performed conditional assessment of existing roof parapet to determine the structural and architectural layout. Observations were made to determine likely source of water infiltration through parapet construction. A recommendation was made to mitigate any further leakage with a metal coping cap. (JLLSL19006)

**Bed Bath & Beyond – Roof Framing and RTU Assessment, Boca Raton, FL (5/19)**
Project Engineer – Conducted site visit to observe and evaluate the condition of the existing roof structure in the vicinity of the RTU's under review. Observations were done to identify structural deficiencies or conditions that may require strengthening to assess the adaptive reuse potential of the roof structure. (BBBYD18019)

**South Central Transit Authority - Barta Transportation Center, Roofing Conditions Assessment Report, Reading, PA (6/18)**
Project Engineer - Responsible for identifying readily observable deficiencies or conditions that required repair work and assessed the adaptive reuse potential of the structure. The roofing assessment also involved obtaining and patching four cores of the existing roofing to determine the existing roofing construction and condition. (SCTRA18001)

# Ross E. Stuart, PE, SE

## Associate Vice President, Structural Division Manager

**EDUCATION**
BS, Civil/Environmental Engineering; Rutgers University (2007 Summa Cum Laude)

**PROFESSIONAL REGISTRATIONS**
Professional Engineer: CT PEN.0034230

Professional Engineer: AL, AR, CT, DE, FL, MD, MI, NC, NH, NJ, NY, PA, SC, WV and VA

Professional Structural Engineer: AZ, IL, MA NV, OK and UT

New York City Qualified Parking Structure Inspector (QPSI)

**CERTIFICATIONS/TRAINING**
Aerial Lift Operator, Trico Lift (2011, no exp.)

Confined Space Entry & Asbestos Awareness, Pennoni (2015, no exp.)

**PROFESSIONAL AFFILIATIONS**
American Society of Civil Engineers

American Concrete Institute

American Institute of Steel Construction

Structural Engineers Association of Pennsylvania

**HONORS/AWARDS**
Civil & Structural Engineer Rising Stars Award, Civil+Structural Engineer Magazine (2019)

**EXPERIENCE SUMMARY**
Mr. Stuart, a Senior Structural Engineer, and Division Manager, has over 17 years of structural design and assessment experience. He has assisted with the design, coordination, administration, and management of the structural engineering for a diverse spectrum of projects, including new construction, rehabilitation, adaptive reuse, inspection, condition assessment, pre-purchase due diligence and bid repair projects. Prior to joining Pennoni, he served as a project engineer on a variety of commercial, institutional, manufacturing process, and industrial facilities throughout the mid-Atlantic region.

Mr. Stuart's design experience includes steel framing and connections, foundations (deep and shallow), adaptive reuse of existing structures, reinforced concrete, masonry, cold formed steel, wood. His design experience applies to a wide range of structures, including commercial, parking, casino, residential, education, health care, municipal and other mixed-use projects.

Mr. Stuart's field experience includes multiple site visits and condition assessment surveys for a variety of structures. The type of condition assessment work varies from façade restoration, Philadelphia Ordinance fulfillment, pre-purchase due diligence, emergency repair work and general building evaluation. His investigation field work includes a wide range of structures, including concrete, parking, steel, wood, and masonry structures.

**REPRESENTATIVE PROJECTS**

**Hibbard & Rosa Architects – Town of Ashford School Roof Assessment, Ashford, CT (2023)**
Engineer of Record – Performed an assessment of the existing Ashford School for a re-roofing project. The scope of work included a site visit to visual assess if any deterioration or other observations would indicate that the structure was experiencing distress and unable to structurally support the new roofing. Pennoni provided a signed and sealed report documenting on observations, analysis and conclusions, including confirmation that the roofing project could proceed as planned.

**Athena Construction Group Inc. - Roof Replacement, Arlington, VA (5/20)**
The purpose of the analysis was to review the roof replacement construction documents and determine if the existing framing can safely support the additional dead load of the proposed new roofing system. (ATHNA20009)

**PhilaPort - Pier 82 Roof Replacement, Philadelphia, PA (2019)**
Structural Engineer of Record - Roof replacement on an approximately 115,000-SF warehouse building with a new modified bituminous roofing system, including additional vapor barriers and insulation as required to convert the building into a cold storage facility. (PRPAX19001)

**Amtrak - Roof Replacement, Chicago, IL (12/19 - 8/20)**
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**Belgium Ambassador Residency, Condition Assessment, Washington, DC (4/22)**
Project Engineer – Performed a condition assessment of the existing roof structure to verify if the new addition of a photovoltaic solar arrays can be supported. It was concluded that the addition of the solar panels can be supported by the existing roof structure. (IPSUN22003)

**Gloucester City Administration Building Roof (2/22)**
Project Engineer – Performed site visit to conduct a visual condition assessment of the roof and the existing roof structure, as many leaks have been reported. The assessment of the roof included visual observations of the exposed and readily accessible roofing and limited structural components associated with the roofs. Pennoni provided recommendations to repair the existing roof.

**North Point Development - Structural and Roofing Condition Assessment Report, Fairless Hill, PA (11/20 - 12/20)**
Project Engineer – Responsible for a report that summarized the structural and roofing condition assessment of the six (6) existing heavy industrial buildings located at the former US Steel site. The combined gross square footage of the buildings were approximately 1,000,000 square-feet. (NPDEV20003)

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Project Engineer - Responsible for identifying readily observable deficiencies or conditions that required repair work and assessed the adaptive reuse potential of the structure. The roofing assessment also involved obtaining and patching four cores of the existing roofing to determine the existing roofing construction and condition. (SCTRA18001)

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**HIBBARD & ROSA ARCHITECTS, L.L.C.**
100 RIVERVIEW CENTER, SUITE 272, MAIN STREET
MIDDLETOWN, CT 06457

## Qualifications and Work Plan

Established in 1996 by Thomas F. Hibbard and Carmelo J Rosa, Hibbard and Rosa Architects, L.L.C. has provided Architectural service for a full range of projects. Our clients include a cross section of municipal, state, government, public housing, retail, commercial, industrial and religious institutions. Since its inception our firm has been dedicated to providing quality architectural design and service. Our firm is experienced in providing services for new construction, renovations, roof replacement, alternative energy/conservation projects, exterior restorations, adaptive use designs and historic preservation.

Both principals; Thomas Hibbard and Carmelo Rosa have over 57 years total experience as licensed Architects in the State of Connecticut. Additionally, our team is Connecticut based and has all the licenses required by the State of Connecticut.

Our firm has an established record of roof replacement in the state of Connecticut. HRA has successfully completed of 200 roof replacement projects. Further we have worked cooperatively with over 40 Boards of Education successfully completing over 120 school roof replacement projects. These roof replacement projects have received funding or reimbursement from a variety of local and state funding sources.

Mr. Hibbard who will serve as Project Architect, has extensive knowledge and expertise with the full range of roof systems available today. Additionally, he has overseen the development and submission of documents required to ensure reimbursement from both local and state agencies and non-profit funding sources. Mr. Hibbard will be the principal primarily responsible for the development of the contract documents.

Mr. Rosa, principal and Architect will provide support in the development of the contract documents and will also be responsible to provide an independent review of the completed contract documents to ensure the final documents completely and concisely convey the full extent of the project work.

Mr. David Rosa, Cadd Manager will be responsible for the day to day development of the contract drawings. He has extensive experience in the development and coordination of drawings for roof replacement projects.

The individuals listed above will be assigned to the development of these roof replacement projects and are available to start work on the projects immediately.

Our firm has consistently produced high quality, very detailed contract documents that have received accelerated approval by local officials and numerous local and state funding sources. Further the high quality and extensive detail contained in our drawings has resulted in our projects being completed on time within budget and within minimal change orders, some roof replacement projects completed with no change orders. The concise nature of our construction documents is central to the efficient completion of the construction and administrative closeout of our projects.

Typically, our team will hold weekly job meetings with all interested parties. Roof projects historically move at a rapid pace during the summer months and weekly job meetings allow the team to keep informed of the progress and developments on site. Additionally, members of our team will be available to address emergent issues/on site conditions during the course of the work week.

Hibbard & Rosa Architect's believe it is essential for a successful project throughout development and construction to respond to owners, and contractor questions or concerns within 24 hours. This dedication has proven consistent success with all projects since our inception.

A review of our qualifications will demonstrate our teams ability to work collaboratively with Town officials, committee members and staff to develop a strategy for the roof replacement projects. Our team is well versed in the approval process from the local level up to the state approval process. Historically our team has worked well with local officials in the development of projects.

## Services Expected of City

We request the City make available all drawing and specifications relative to the Bergin Complex construction/existing conditions.

**HIBBARD & ROSA ARCHITECTS, L.L.C.**
100 RIVERVIEW CENTER - SUITE 272 – MAIN STREET
MIDDLETOWN, CT 06457

## Information on Failure to complete Work, Default and Litigation

1. Have you ever failed to complete any work awarded to you?

   **No**

2. Have you ever defaulted on a contract?

   **No**

3. Is there any pending litigation which could affect your organizations ability to perform this agreement?

   **No**

4. Has your firm ever had a contract terminated for cause within the past five years?

   **No**

5. Has your firm been named in a lawsuit related to errors and omissions within the past five years?

   **No**

6. During the past seven years has your firm ever filed for protection under the Federal bankruptcy laws?

   **No**

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

   **No**

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024 )**
**Persons or Entities Conducting Business with the City**

## I. Outstanding Purchase Orders of Contracts with the City

### A. Contracts

**No Contracts with the City** [X]

Architectural and Engineering Design Service for Bunker Hill Elementary School Portico Replacement

(Service or Commodity Covered by Contract)

Purchase Order dated 12-18-23; until construction phase is completed and accepted by the City

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024 )**
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City** [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024 )**
**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** [X]

(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.

Hibbard & Rosa Architects, L.L.C.
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

June 4, 2024
Date

Thomas F. Hibbard, Member
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: Hibbard & Rosa Architects, L.L.C.
100 Riverview Center, Suite 272, 292 Main St
Middletown, CT 06457

Print Name and Title of Authorized Representative: Thomas F. Hibbard

Signature of Authorized Representative:

Date: June 3, 2024

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Middlesex

County of Middlesex

Thomas F. Hibbard, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Member of Hibbard & Rosa Architects, L.L.C. (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):

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

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

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

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

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

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

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

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

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

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

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

| Organization Name | Address | Type of Ownership |
|---|---|---|
| 1 None | | |
| 2 | | |
| 3 | | |
| 4 | | |

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

(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: Thomas F.Hibbard

Witness
Carmelo Rosa

Hibbard & Rosa Architects, L.L.C.
Name of Partnership/Business

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

State of Connecticut )

) SS Middletown

County of Middlesex )

Thomas F. Hibbard being duly sworn,

deposes and says that he/she is Member of Hibbard & Rosa Architects, L.L.C. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 4th day of June 2024.

Gina M. Jones (Notary Public)

My Commission Expires: 04/30/2028

## ATTACHMENT C

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

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

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

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

1 Addendum #1 May 29, 2024 4 _____

2 Addendum #2 May 30, 2024 5 _____

3 _____ 6 _____

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

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

06-1455688
Social Security Number
or Federal Identification Number

Member
Signature of Individual or Corporate Name

NA
Corporate Officer
(if applicable)

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

Name Hibbard & Rosa Architects, L.L.C.
By: Thomas F. Hibbard, Member
(Title)
Business Address: 100 Riverview Center, Suite 272
(City, State, Zip Code)
292 Main Street
Middletown, CT 06457
Phone: (860) 961-2107
Email: tom@hra.bz
Date: June 4, 2024

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2024

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** | Hillcrest Agency, LLC<br>28 Main St, Unit 3<br>Essex, CT 06426<br>License #: 1045873 |
| CONTACT NAME: | Lisa Walden |
| PHONE (A/C, No, Ext): | (860)339-5534 |
| FAX (A/C, No): | (860)339-5659 |
| E-MAIL ADDRESS: | lwalden@hillcrestagency.com |
| **INSURED** | Hibbard & Rosa Architects, LLC<br>100 Riverview Center Ste 272<br>Middletown, CT 06457 |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | The Hartford | 29424 |
| INSURER B : | The Hartford | 29459 |
| INSURER C : | Travelers | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

**COVERAGES** **CERTIFICATE NUMBER: 00000409-1078329** **REVISION NUMBER: 141**

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 | X COMMERCIAL GENERAL LIABILITY | | | 31 SBA PM7619 | 08/02/2023 | 08/02/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 31 SBA PM7619 | 08/02/2023 | 08/02/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | 31 SBA PM7619 | 08/02/2023 | 08/02/2024 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | 31 WEC GQ7332 | 08/02/2023 | 08/02/2024 | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N/A | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| C | Professional Liab. | | | 107826399 | 04/26/2024 | 04/26/2025 | 2,000,000 Occ. | 3,000,000 Agg. |
| B | Valuable Papers | | | 31 SBA PM7619 | 08/02/2023 | 08/02/2024 | 25,000 | |

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

**CERTIFICATE HOLDER**

City of Waterbury
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

48 Lisa M Walden (LMW)

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STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

# THOMAS F HIBBARD

has been certified by the Department of Consumer Protection as a licensed

## ARCHITECT

License #: ARI.0004914
Effective Date: 08/01/2022
Expiration Date: 07/31/2023

Michelle Seagull, Commissioner

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

# CARMELO J ROSA

has been certified by the Department of Consumer Protection as a licensed

## ARCHITECT

License #: ARI.0008361
Effective Date: 08/01/2022
Expiration Date: 07/31/2023

Michelle Seagull, Commissioner

**REQUEST FOR PROPOSAL**
**#7749**
**BY**
**THE CITY OF WATERBURY**
***DEPARTMENT OF EDUCATION***
**DESIGN & ENGINEERING SERVICES FOR THE BERGIN EDUCATION COMPLEX ROOF REPLACEMENT**
**ATTACHMENT E - COST PROPOSAL – REVISED 05/29/2024**

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

Date: June 19, 2024

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

Sir:

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

Hibbard & Rosa Architects, L.L.C.
(Print or Type Company/Corporate Name)

100 Riverview Center, Suite 272
(Print or Type Business Address)
292 Main Street

Middletown, CT 06457

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

| DESIGN & ENGINEERING SERVICES FOR THE BERGIN EDUCATION COMPLEX ROOF REPLACEMENT | |
|---|---|
| I. Assessment Services | $ 26,100.00 |
| II. Design Services | $ 26,100.00 |
| III. Bid Services | $ 3,480.00 |
| IV. Construction Administration Services | $ 13,920.00 |
| **Total Items I-IV Above** | $ 69,600.00 |

**Provide an hourly rate to perform tasks that are determined to be Owner Controlled Contingency
$ 175.00 /hr.

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

Respectfully submitted by: Thomas F. Hibbard

06-1455688
Social Security Number or Federal Identification Number (Print or Type)

Hibbard & Rosa Architects, L.L.C.
Company/Corporate Name (Print or Type)

Thomas F. Hibbard
Signature of Authorized Official

Thomas F. Hibbard
Name of Authorized Official (Print or Type)

Member
Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

| | |
|---|---|
| 100 Riverview Center, Suite 272<br>292 Main Street<br>Business Address: (Print or Type) | (860) 704-8248<br>Business Fax Number: (Print or Type) |
| Middletown, CT 06457<br>City, State, Zip Code: (Print or Type) | (860) 961-2107<br>Business Mobile Number: (Print or Type) |
| (860) 346-1809<br>Business Telephone Number: (Print or Type) | tom@hra.bz<br>Business Email Address: (Print or Type) |

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate

**END OF ATTACHMENT E**

#11

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

# EXECUTIVE SUMMARY

**DATE:** July 9, 2024

**TO:** Honorable Board of Education Commissioners
Honorable Board of Alderman Members

**FROM:** Nicholas J. Albini, Chief Operating Officer

**RE:** Engineer Agreement for Bergin Education Complex Roof Replacement Design and Engineering Services with Hibbard & Rosa Architects, LLC

The Education Department respectfully requests your review and approval of an engineer agreement for roof replacement at the Crosby High School and Wallace Middle School Complex in an amount not to exceed $55,680 with Hibbard & Rosa Architects, LLC. This agreement is for the assessment, design and bid services for the replacement of the entire roof at the Bergin Complex.

The contract was initiated under RFP #7749. Funding will be procured from the Capital budget and Connecticut's Department of Administrative Services. Design and bid services will be completed by January 31, 2025. Hibbard & Rosa has done satisfactory work for the Education Department in the past.

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.

Attachment
c: Mike Konopka, School Inspector

#11

# ENGINEER AGREEMENT
# for
# Bergin Education Complex Roof Replacement Design & Engineering Services
# between
# The City of Waterbury, Connecticut
# and
# HIBBARD & ROSA ARCHITECTS, L.L.C.

**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 06702 (the "City") HIBBARD & ROSA ARCHITECTS, L.L.C., located at 100 RIVERVIEW CENTER SUITE 272, 292 Main Street, MIDDLETOWN, CT 06457, a State of Connecticut duly registered domestic limited liability company (the "Firm").

**WHEREAS**, the Firm submitted a proposal to the City responding to **RFP No. 7749** for **Bergin Education Complex Roof Replacement Design & Engineering Services**; and

**WHEREAS,** the City accepted the Firm's Proposal for **RFP No. 7749**; and subsequently negotiated a scope of services (or project specifications) and compensation as attached hereto in **Attachment A**; and

**WHEREAS**, the City desires to obtain the Firm'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 Firm shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, drawings, 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, drawings, 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 Firm 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 **Bergin Education Complex Roof Replacement Design & Engineering Services** as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been

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

**1.1.1** City's **RFP No. 7749*** (incorporated by reference);
**1.1.2** **RFP No. 7749 Addendum #1**, dated (attached hereto);
**1.1.3** Firm's response to **RFP No. 7749**, dated June 6, 2024 and consisting of 46 pages, and Firm's 2 page original Price Proposal, and Firm's Revised Price Proposal, dated June 19, 2024 and consisting of 3 pages (all attached hereto);
**1.1.4** Firm's Certificate of Insurance (incorporated by reference);
**1.1.5** All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference);
**1.1.6** All permits and licenses (incorporated by reference), and
**1.1.7** Any and all amendment(s) and Change Orders issued by the City after execution of this Contract (incorporated by reference).

*** The parties hereto agree that the scope of work of this Contract is limited to the following Proposal Items: I. Assessment Services, II. Design Services, and III. Bid Services. Proposal Item IV. CONSTRUCTION ADMINISTRATION SERVICES is not included within the scope of this Contract, rather is the subject of a separate Professional Services Agreement.**

**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 Firm. 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** Contract amendments and change orders
**1.2.2** Contract
**1.2.3** RFP 7749 Addendum #1
**1.2.4** RFP 7749 Documents
**1.2.5** Federal, State, and local laws, regulations, charter and ordinances.

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

********** IF WORKING IN/ON SCHOOL GROUNDS**********

**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 Firm 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 Firm shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Firm 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 Contractor 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, Firm shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

**3. Responsibilities of the Firm.** All data, information, etc. given by the City to the Firm and/or created by the Firm shall be treated by the Firm 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 Firm agrees to forever hold in confidence all files, records, documents and other information which may come into the Firm'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 Firm disclosure is required to comply with statute, regulation, or court order, the Firm shall provide prior advance written notice to the City of the need for such disclosure. The Firm agrees to properly implement the services required in the manner herein provided.

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

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

**3.4. Publicity.** Firm 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 City's name in connection with any publicity, unless City gives prior written consent to such use of City's name in each instance.

**3.5. Standard of Performance.**

**3.5.1** All labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc., 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 labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, 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.

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

**3.6. Firm's Employees.** The Firm 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 Firm acknowledges its responsibilities to examine and to be thoroughly familiar with the City's request for proposal document, including, but not limited to the specifications, and any addenda thereto. The Firm hereby warrants and represents that 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 completion of the proposal process and, accordingly, any additional costs, services or products resulting from the failure of the Firm to complete Due Diligence prior to completion of the proposal process shall be borne by the Firm. Furthermore the Firm had the opportunity during the qualifications 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 completion of the proposal process. Thus, in the event any changes or costs are disclosed by the Firm, 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 Firm;

**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 Firm 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 Firm shall deliver monthly written reports to the Education Department School Inspector's Office (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 Firm and/or delivered by the Firm 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 Firm's declaration as to whether the entirety of the Firm's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by a Firm representative acceptable to the Using Agency.

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

**3.9. Responses to Requests for Information.** The Firm shall respond to Construction Contractor's requests for information (RFI's) within seven (7) consecutive calendar days after receipt thereof.

**4. Responsibilities of the City.** Upon the City's receipt of Firm's written request for specific information, the City will provide the Firm with that information the City agrees is necessary and appropriate to the services to be performed by the Firm 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 Firm for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The Firm shall complete all work and services required under this Contract within **sixty (60) consecutive calendar days after Final Completion* of Bergin Education Complex Roof Replacement Project Construction** and in accordance with the following Project Milestones ("Contract Time"):

> *Final Completion shall have the same meaning here as that term is defined within the Bergin Education Complex Roof Replacement Project Construction Contract

**Project Milestone #1** – Complete Task 1 (Preliminary Design (30% Design Plans) of Bergin Education Complex Roof Replacement Project) by **October 15, 2024;**

**Project Milestone #2** – Complete Task 2 (Semi-Final (70% Design Plans) of Bergin Education Complex Roof Replacement Project) by **December 15, 2024;**

**Project Milestone #3** – Complete Task 3 (100% Final Design and Bid Documents for Bergin Education Complex Roof Replacement Project Construction) by **January 31, 2025;**

**Project Milestone #4** – Complete Task 4 (Design Services During Construction) by Final Completion* of Bergin Education Complex Roof Replacement Project;

In addition Firm shall design the various projects components, and prepare Bid Documents that include Substantial and Final Completion dates, as those respective terms are defined in the respective Construction Contract, that are achievable by the applicable contractor, as follows:

**For Construction** - Substantial Completion by **June 30, 2025** and Final Completion by **July 31, 2025.**

**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 Firm further agrees that the Project 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 Firm 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 Firm shall pay to the City the sum of the greater of **Seven Hundred Fifty Dollars ($750.00) per calendar day** for each and every calendar day for which the Firm 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 the Firm under this Contract. The Firm 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 Firm 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 Firm 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 Firm shall not exceed **FIFTY-FIVE THOUSAND SIX HUNDRED AND EIGHTY DOLLARS AND ZERO CENTS ($55,680.00)** shall be in accordance with the Firm's response to **RFP No. 7749**, dated June 6, 2024 and Firm's revised Price Proposal dated June 19, 2024, which is summarized below:

| | | |
|---|---|---|
| I. | ASSESSMENT SERVICES | $26,100.00 |
| II. | DESIGN SERVICES | $26,100.00 |
| III. | BID SERVICES | $ 3,480.00 |

*** NOTE: CONSTRUCTION ADMINISTRATION SERVICES are not included in the scope of this Contract. Refer to Professional Services Agreement issued under separate cover for such services.**

**6.2. Limitation of Payment.** Compensation payable to the Firm 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 Firm'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. Firm's invoices shall describe the work, services, reports, plans, specifications, drawings, deliverables, etc. rendered and the compensation sought therefore in a form, and with detail and clarity, acceptable to the City.

**6.2.1** The Firm 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 Firm, in an amount equaling the sum or sums of money the Firm and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Firm's and/or its affiliates real and personal property taxes and other payment obligations to the City.

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

**6.4. Proposal Costs.** All costs of the Firm in preparing its response to **RFP No. 7749** shall be solely borne by the Firm and are not included in the compensation to be paid by the City to the Firm under this Contract or any other contract.

**6.5. Payment for Services, Materials, Employees.** The Firm shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. furnished to the City under this Contract. The Firm 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, drawings, 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 Firm 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 Firm, 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 Firm has knowledge or information, the releases and receipts include all the labor and material

for which a lien could be filed; but the Firm 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 Firm 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, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Firm for that item. Firm 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 Firm 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 Firm, 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 Firm's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

**8.2.** In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Firm or any employee of the Firm , 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 Firm or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Firm understands and agrees that any insurance required by this Contract, or otherwise provided by the Firm, 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, agents, employees as provided in this Contract.

**8.4.** The Firm expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Firm, 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 Firm 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 Firm'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 Firm 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 Firm and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Firm, 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 Firm 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 Firm, or its subcontractor, omission or commission.

## 9. Firm's Insurance.

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

**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**

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

**9.4.4 Excess/Umbrella Liability Insurance:**
**$1,000,000.00** Each Occurrence
**$1,000,000.00** Aggregate

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

**9.4.5 Professional Liability Insurance**:
**$1,000,000.00** Each Claim
**$1,000,000.00** Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Firm.

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

**9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Firm 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 Firm's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as additional insured and include a waiver of subrogation on all lines except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Firm'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 Firm executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability**". The Firm 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 Firm receipt, the Firm shall deliver to the City a copy of the Firm's insurance policies, endorsements, and riders.

**9.9.** 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.

**9.10.** Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. The Firm agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Firm 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 Firm 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, Taxes and Regulations.** Permits and licenses necessary for the delivery and completion of the Firm's work and services shall be secured in advance and paid by the Firm. The Firm 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 Firm for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Firm remains liable, however, for any applicable tax obligations it incurs. Moreover, the Firm represents that the qualifications and pricing contained in this Contract do not include the amount payable for said taxes.

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

**12. Housing and Urban Development Section 3 Clause.** In the event this Contract is

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

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

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

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

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

**12.5.** The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 C.F.R. part 135.

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

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

## 13. Termination.

**13.1. Termination of Contract for Cause**. If, through any cause, in part or in full, not the fault of the Firm, the Firm shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Firm 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 Firm 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, plans, specifications, drawings, supplies, services, etc. prepared by the Firm under this Contract shall, at the option of the City, become the City's property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

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

**13.3.2 Effects of Reduced Levels of Funding**. If funding is reduced by law, or funds to pay the Firm for the agreed to level of the products, services and functions to be provided by the Firm 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 Firm, 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 Firm for any lost or expected future profits.

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

**13.4.1 Termination for Cause.** In the event the City terminates this Contract, for cause, the Firm 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 equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, 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 Firm shall transfer all licenses to the City which the Firm is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Firm for such terminated products, unless payment is otherwise approved by the City prior to such termination. The Firm 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.

**13.4.2 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 Firm 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 Firm 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 equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Firm 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 Firm may negotiate a mutually acceptable payment to the Firm 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 Firm.** The Firm may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Firm shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty day period. In the event of such termination, the Firm will be compensated by the City for work performed prior to such termination date and the Firm 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, 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, including but not limited to any contracts 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, **(i)** the Firm 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 Firm 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 Firm's reports, plans, specifications, drawings, 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 architect, engineering, construction, and similar documents, reports, plans, specifications, drawings, 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.** Firm shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

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

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

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

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

**17. Assignability.** The Firm 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 Firm 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 Firm'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 Firm 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 Firm 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 Firm, by someone under the care and/or control of the Firm, by any subcontractor of the Firm, or by any

shipper or delivery service. The Firm 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 Firm 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 Firm.** The Firm 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 Firm 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 Firm.

**22. Independent Contractor Relationship.** The relationship between the City and the Firm is that of client and independent contractor. No agent, employee, or servant of the Firm shall be deemed to be an employee, agent or servant of the City. The Firm 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 Firm hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Firm hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent Firm 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 Firm or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Firm 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 Firm shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractor 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 Firm'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 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 Firm, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Firm'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 Firm 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. 7749** and **(ii)** the Firm's response to the aforementioned **RFP No. 7749.**

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in qualifications 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 Firm 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 Firm 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 Firm 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 Firm, 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:

| | |
|---|---|
| Firm: | HIBBARD & ROSA ARCHITECTS, L.L.C.<br>100 Riverview Center Suite 272<br>292 Main Street<br>Middletown, CT 06457 |
| City: | Mike Konopka, School Inspector<br>Waterbury Public Schools<br>236 Grand Street<br>Waterbury, CT 06702 |

With a copy to:

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

**32.11.** The Firm 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 Firm 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 Firm 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 Firm 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:**

Sign:_____
Print name:

Sign:_____
Print name:

**CITY OF WATERBURY**

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

**WITNESSES:**

Sign:_____
Print name:

Sign:_____
Print name:

**HIBBARD & ROSA ARCHITECTS, L.L.C.**

By:_____
Print name:
Its _____

Date: _____

## ATTACHMENT A

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

**1.1.1** City's **RFP No. 7749*** (incorporated by reference);

**1.1.2** **RFP No. 7749 Addendum #1**, dated (attached hereto);

**1.1.3** Firm's response to **RFP No. 7749**, dated June 6, 2024 and consisting of 46 pages, and Firm's 2 page original Price Proposal, and Firm's Revised Price Proposal, dated June 19, 2024 and consisting of 3 pages (all attached hereto);

**1.1.4** Firm's Certificate of Insurance (incorporated by reference);

**1.1.5** All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference);

**1.1.6** All permits and licenses (incorporated by reference), and

**1.1.7** Any and all amendment(s) and Change Orders issued by the City after execution of this Contract (incorporated by reference).

# PROPOSAL FOR
# RFP #7749

## DESIGN & ENGINEERING SERVICES

## BERGIN EDUCATION COMPLEX
## ROOF REPLACEMENT

**WATERBURY, CT**




**PREPARED BY**
**HIBBARD & ROSA ARCHITECTS L.L.C.**
**100 RIVERVIEW CENTER, SUITE 272**
**292 MAIN STREET**
**MIDDLETOWN, CT 06457**

**June 6, 2024**

**HIBBARD & ROSA ARCHITECTS, L.L.C.**
100 RIVERVIEW CENTER - SUITE 272 – MAIN STREET
MIDDLETOWN, CT 06457

June 6, 2022

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

On behalf of Hibbard & Rosa Architects, L.L.C. I would like to thank you for the opportunity to present our qualifications. We believe our approach to your roof replacement project will provide you with a long term, cost effective solution.

The following Company information is provided:

| | |
|---|---|
| Firm Name: | Hibbard & Rosa Architects, L.L.C.<br>100 Riverview Center, Suite 272<br>292 Main Street<br>Middletown, CT 06457 |
| Date Organized: | April 26, 1996 |
| Form of Ownership: | Limited Liability Company (LLC) – Connecticut |
| Years of Service: | 28 years in operation under our current name. |
| Firm Members: | Thomas F. Hibbard – founding member<br>Carmelo J. Rosa – founding member<br>Extensive background and experience in exterior and interior renovations. Have provided designs services for Federal agencies, State government agencies, municipalities, Non-profits and private clients. |

Hibbard & Rosa architects, L.L.C., along with our consultants, have several years experience in working with roof replacement projects similar to your own. Additionally, our firm prepared the documents for the 1999 Crosby High School Roof replacement project. Our proposal will demonstrate our past success in the design and administration of a variety of public and private contracts, including state reimbursed school projects. Our proposal includes the following:

- Philosophy - Statement of Qualifications
- Summary of Relative Experience
- Resumes of Key Personnel
- Qualifications – Work Plan
- Information Regarding Default Litigation
- Attachment A
- Attachment C
- Accord Insurance Certificate
- Copies of Licenses
- Cost Schedule: Attachment E (Separate Envelope)

We have reviewed the City of Waterbury's Request for Proposal (RFP) and do not take any exception to the requirements contained therein. Our proposal will remain valid and in effect for a period of one hundred twenty (120) days from June 6, 2024.

Additionally, we have received and acknowledge Addendums #1 & #2 and take no exception to the information contained therein.

Again, we thank you for the opportunity to submit this proposal. We look forward to meeting with you and your committee to more fully acquaint you with our services and answer any questions you may have.

Sincerely,

Thomas F. Hibbard

Thomas F. Hibbard
Principal Architect

**HIBBARD & ROSA ARCHITECTS, L.L.C.**
100 RIVERVIEW CENTER, SUITE 272, MAIN STREET
MIDDLETOWN, CT 06457

## Philosophy

Since our inception Hibbard & Rosa Architects, L.L.C. Has sought to bring together design teams specifically structured to develop exceptional projects focused on the needs of our clients. Our attention to detail is foundational to the successful completion of our projects. From the beginning HRA's primary focus has been Architectural design, concentrating on exterior and interior renovations, additions, historic restoration and new construction. For each project we engage our consultants to provide the survey, engineering and administrative services required.

Our team will actively engage the client and stake holders as required to develop a project program that meets all the needs of the City and fits with the overall strategy for the future development of Bergin Education Complex. HRA is capable and ready to assist the City of Waterbury with this roof replacement project.

## Preliminary Design & Feasibility Study

Using existing facility data, plans, drawings, owner knowledge and site visits, investigate and make recommendations to resolve any current issues relating to the operation(s) and or design of existing facility components and/or systems and make recommendations for renovation or replacement to achieve a cost effective, efficient sustainable solutions.

Our team will conduct a thorough investigation and survey of the project conditions. It is HRA'S standard practice to inspect and investigate the existing roof system and all items projecting above it (i.e.) chimneys, penthouses, skylights, mechanical equipment, curbs, flashings, etc. to determine the full extent of renovations required.

## Design Development

Utilize the information gathered in the study phase to design a solution to the issue(s) and develop a project budget. Provide appropriate plans and details for the scope. Incorporate any appropriate information provided by your consultants.

## Construction Documents

Provide documentation of the solution, including drawings and specifications that that can be used to utilize a Request for Proposal or Bid seeking a contractor to perform the work. Provide complete construction documents and written specifications.

## Bidding

Provide support during this phase through answers to questions or proposal review. Assist with the bid packages, questions and RFI's, evaluation and recommendation of the best qualified contractor.

## Construction Administration / Management / Reports / Coordination

Provide administrative review over the construction process once the contract has been awarded, including walk-through site visits, incremental inspections of work and review of vendor invoices, weekly site visits attending job meetings and observing progress of construction. Respond to questions from the contractors and material suppliers, review shop drawings and submittals, review and certifying monthly applications for payment, authorize clarifications and minor changes to the documents, assist consultants with construction administrative duties, record keeping, as built drawing compilation, and project closeout responsibilities.

Our services include, without limitation, monitoring and tracking financial activities. Our team will prepare and recommend payment for request received from the contractor to the City of Waterbury's representative. We will assist the City in negotiating for reasonable and mutually agreeable prices between the City and the Construction Contractor for any additional work.

## Summary of Relevant Experience

Following is a brief summary of roof replacement projects completed within the last three years:

**Partial Roof Replacement Woodside Fire House – Phase I & II**
City of Stamford
888 Washington Blvd.
Stamford, CT
Contact: Nancy Ormsby
(203) 977-4637
Project scope included the installation of 3,765 sq. ft. of .090 EPDM on cover board on 1/8" per ft. tapered polyisocyanurate insulation on 1/8" sloped DOX plank roof deck. Insulation value of R-30.

| | |
|---|---|
| Start Date: | December 2, 2021 |
| End Date: | November 30, 2023 (Extended due to material shortages) |
| Original Contract: | $118,300,00 |
| Final Cost: | $120,900.00 |

Completed on time

**Partial Roof Replacement South Windsor High School**
South Windsor Board of Education
1737 Main Street
South Windsor, CT 06074
Contact: Darrel Crowley
(860) 291-1220
This 96,531 sq. ft. partial roof replacement project utilized a two-ply modified built-up roof system with a 30 year warranty. Roof deck types included flat and sloped metal roof decks and flat gypsum plank roof deck. The new roof system was installed on tapered and flat polyisocyanurate insulation. The finish roof surface has a minimum ¼" per ft. slope and the average R value exceeds 30. $89,100.89 of change order cost due to increased material cost during covid.

| | |
|---|---|
| Start Date: | July 15, 2021 |
| End Date: | March 19, 2024 (Extended due to material shortages) |
| Original Contract: | $2,400,000,00 |
| Final Cost: | $2,504,082.89 |

Completed on time

**Roof Replacement Timothy Edwards Middle School**
South Windsor Board of Education
1737 Main Street
South Windsor, CT 06074
Contact: Darrel Crowley
(860) 291-1220
This project includes a total roof area of approximately 45,107 sq. ft. The existing roof systems will be removed down to the existing gypsum or metal roof deck and new thermoplastic on a tapered insulation system installed on 41,443 sq. ft. On the remaining 3,664 sq. ft. a thermoplastic membrane will be installed on 5.2" of flat stock insulation on a sloped gypsum roof deck.
Start Date: March 23, 2023
End Date: January 7, 2024
Original Contract: $3,173,719.00
Final Cost: $3,125,529.20
Completed on time

**Partial Roof Replacement Center Road Elementary School**
Town of Vernon
375 Hartford Turnpike
Vernon, CT 06074
Contact: Dwight Ryniewicz
(860) 870-3500
The Vernon Center Road School partial replacement project encompasses an area of approximately 42,860 sq. ft. The existing roof systems were removed down to the existing metal roof deck. A new 2 ply modified built-up roof system on 1/8" per ft. tapered insulation was installed on the existing sloped (1/8" per ft.) metal roof deck. $58,600.00 of change order cost due to increased material cost during covid.
Start Date: September 27, 2021
End Date: November 17, 2023 (Extended due to material shortages)
Original Contract: $1,108,000.00
Final Cost: $1,206,432.09
Completed on time

**Partial Roof Replacement One Connecticut Financial Center, New Haven**
Chase Enterprises, Inc.
225 Asylum Street
Hartford, CT 06103
Contact: Rob Cirinna
(860) 461-8518
This roof replacement was approximately 3,722 sq. ft. of a 2 ply modified roof system on tapered insulation on a concrete roof deck. The roof is above the 27th floor of One Connecticut Financial Center. Roof installation completed with no change orders.
Completed on time

**Partial Roof Replacement Sedgwick Middle School**
Town of West Hartford
50 S. Main Street
West Hartford, CT 06107
Contact: Bill Phibbs
(860) 561-7523
This project included the removal of approximately 25,547 sq. ft. EPDM roof system down to the existing metal of gypsum roof deck. A new .090 mill EPDM with 30 year warranty was installed on tapered polyisocyanurate insulation. The new roof system has a finished slope of ¼" per ft.
Start Date: June 22, 2022
End Date: November 4, 2022
Original Contract: $669,600.00
Final Cost: $690,290.93
Completed on time

**Partial Roof Replacement DPW Maintenance Building – South Wing**
Town of West Hartford
50 S. Main Street
West Hartford, CT 06107
Contact: Bill Phibbs
(860) 561-7523
Project scope includes 18,078 sq. ft. .090 EPDM installed on 1/8" tapered polyisocyanurate insulation on 1/8" sloped metal roof deck. An additional 9,122 sq. ft. .090 EPDM installed on ¼" tapered polyisocyanurate insulation installed on flat metal roof deck.
Start Date: January 31-2023
End Date: January 3, 2024
Original Contract: $1,025,100.00
Final Cost: $1,102,764.81
Completed on time

**Partial Roof Replacement Burnham Elementary School**
Regional School District 12
11A School Street
Washington Depot, CT 06793
Contact: Donald O'Leary
(860) 868-6174
This project included the removal of approximately 2,902 sq. ft. of the original slate shingle roof and replacement with a structural standing roof system. An additional 2,344 sq. ft. of flat roof was removed down to the wood roof deck and a new tapered insulation and 2 ply modified roof system installed.
Start Date: March 27, 2022
End Date: October 26, 2022
Original Contract: $306,400,00
Final Cost: $306,400.00
Completed on time

**Roof Replacement Westbrook Town Hall**
Town of Westbrook
866 Boston Post Road
Westbrook, CT 06498
Contact: Jeffrey Tindall
(860) 943-3241
Project included the removal of asphalt shingles on sloped wood roof deck and the installation of 18,600 sq. ft. standing seam roof in its place. An additional 6,000 sq. ft. of 2 ply modified roof system was installed on ¼" per ft. tapered polyisocyanurate insulation on flat wood roof deck.
Start Date: May 17, 2022
End Date: October 23, 2023 (Extended due to material shortages)
Original Contract: $1,190,768.00
Final Cost: $1,197,910.00
Completed on time

**Roof Replacement Westbrook Town Library**
Town of Westbrook
866 Boston Post Road
Westbrook, CT 06498
Contact: Jeffrey Tindall
(860) 943-3241
Project required the removal of asphalt shingle on a sloped wood roof deck and its replacement with 10,415 sq. ft. of structural standing seam roof system. Roof work included barrel vault and eyebrow window openings in the roof.
Start Date: July 21, 2022
End Date: October 23, 2022
Original Contract: $623,000.00
Final Cost: $623,000.00
Completed on time

**Partial Roof Replacement 660 Morehouse Road**
Town of Easton DPW
15 Westport Road
Easton, CT 06612
Contact: Ed Nagy P.E.
(203) 268-0714
Project included the removal of the existing flat roof system down to the existing flat metal roof deck and the installtion of .090 EPDM membrane on ¼" per ft tapered polyisocyanurate insulation on the metal roof deck. $55,500.00 of change order cost due to increased material cost during covid.
Start Date: May 5, 2022
End Date: December 14, 2022
Original Contract: $514,000.00
Final Cost: $582,420,89
Completed on time

**Partial Roof Replacement Eli Whitney Elementary School**
Town of Enfield DPW
40 Moody Road
Enfield, CT 06082
Contact: William DuFour
(860) 763-7400
This partial roof replacement project encompasses a total area of 60,154 sq. ft. 53,654 sq. ft. has a 1/8" per ft tapered insulation system installed on a 1/8" per ft. sloped roof deck, finish slope is ¼" per ft. slope. The remaining 6,500 sq. ft. of roof is a sloped roof area. New flat stock insulation was installed on the sloped roof. The new roof system is a 25 year, low VOC, TPO membrane roof system on the insulation.
Start Date: March 10, 2022
End Date: December 7, 2022
Original Contract: $1,331,800.00
Final Cost: $1,401,485.57
Completed on time

**Partial Roof Replacement Hazardville Memorial School**
Town of Enfield DPW
40 Moody Road
Enfield, CT 06082
Contact: William DuFour
(860) 763-7400
This project includes a total roof area of approximately 45,107 sq. ft. The existing roof systems will be removed down to the existing gypsum or metal roof deck and new thermoplastic membrane on a tapered insulation system installed on 41,443 sq. ft. On the remaining 3,664 sq. ft. a thermoplastic membrane will be installed on 5.2" of flat stock insulation on a sloped gypsum roof deck.
Start Date: March 10, 2022
End Date: December 8, 2022
Original Contract: $1,324,600.00
Final Cost: $1,378,633.16
Completed on time

**Roof Replacement for Margaret M. Generali Elementary School**
City of Waterbury
235 Grand Street
Waterbury, CT 06702
Contact: Rosh Madgfour
(203) 574-8031
The Generali roof replacement project encompasses an area of 32,197 sq. ft. On 26,297 sq. ft. of roof area the existing roof systems were removed down to the existing metal, concrete, tectum, or wood roof deck. A 1/8" or ¼" per ft. tapered polyisocyanurate insulation was installed to achieve a final roof slope of ¼" per ft. minimum. The remaining 5,898 sq. ft. of roof area had the existing roof system removed down to the existing plywood roof deck sloped in excess of ¼" per ft. 5.2" of flat stock insulation was installed. A 2 ply modified bituminous roof system installed on all areas of the roof.

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| Start Date: | September 10, 2020 |
| End Date: | December 22, 2022 (Extended due to material shortages) |
| Original Contract: | $745,050.00 |
| Final Cost: | $760,275.26 |

Completed on time

**Roof Replacement South Windsor High School Annex**
South Windsor Board of Education
1737 Main Street
South Windsor, CT 06074
Contact: Darrel Crowley
(860) 291-1220
This recently completed roof replacement project of approximately 45,436 sq. ft. is nearing completion. The new roof system is a 25 year, mineral surface SBS modified membrane roof system on tapered insulation. Other improvements include replacement of the existing primary roof drains and the installation of overflow scuppers and repoint of the chimney. $51,893.60 of change order cost due to increased material cost during covid.

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|---|---|
| Start Date: | May 5, 2021 |
| End Date: | November 11, 2022 (Extended due to material shortages) |
| Original Contract: | $1,140,000.00 |
| Final Cost: | $1,200,544.67 |

Completed on time

**Partial Roof Replacement Stanton School – Phase II**
Norwich Board of Education
90 Tolon Street
Norwich, CT 06074
Contact: Matt Brown
(860) 934-1110
This partial roof replacement project encompassed an area of approximately 10,200 sq. ft. The new roof system is a 20 year, modified built-up roof system on ¼" per. ft. tapered polyisocyanurate insulation on a metal roof deck.

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|---|---|
| Start Date: | April 14, 2021 |
| End Date: | October 20, 2021 |
| Original Contract: | $193,000,00 |
| Final Cost: | $193,000.00 |

Completed on time

**Partial Roof Replacement Sage Park Middle School – Phase I**
Town of Windsor
275 Broad Street
Windsor, CT 06095
Contact: Marco Aglieco
(860) 285-1870
This roof replacement project encompasses a total area of approximately 49,800 sq. ft. The new flat roof system is approximately 38,300 sq. ft. and is a 25 year, mineral surface SBS modified membrane roof system on flat stock or tapered insulation. Other work included refurbishing the existing roof top mounted sloped standing seam metal roof screen. The back of the metal screen was enclosed to create a water tight enclosure. $81,592.00 of change order increase attributed to an additional roof section over the wood shop added to the scope of work.
Start Date: April 21, 2021
End Date: December 20, 2021
Original Contract: $1,432,000.00
Final Cost: $1,523,581.00
Completed on time

**Partial Roof Replacement & Code Improvements Sayles Elementary School**
Sprague Public Schools
25 Scotland Road
Baltic, CT 06330
Contact: William Hull
(860) 822-8264
The asphalt shingle roof replacement at the Sayles Elementary School encompasses an area of approximately 36,500 sq. ft. The existing roof system was removed down to the existing plywood roof deck, deteriorated plywood replaced, and underlayment installed. Other roof related work includes all new siding for the roof dormers, .040 aluminum gutters, leaders and flashings.
Start Date: March 28, 2021
End Date: November 18, 2021
Original Contract: $480,000,00
Final Cost: $481,315.00
Completed on time

## Conflict of Interest

Hibbard $ Rosa Architects, L.L.C., the members , employees and consultants do not a have any financial interest or business conflicts with any member of the City of Waterbury or its employees.

Hibbard & Rosa Architects LLC

100 RIVERVIEW - SUITE 272 – MAIN STREET – 292 MAIN STREET
MIDDLETOWN, CT 06457

Established in 1996 by Thomas F. Hibbard and Carmelo Rosa, Hibbard and Rosa Architects, L.L.C. is the successor firm to Seb J. Passanesi, Architects. Located in Middletown, CT for over 60 years we have provided service for a full range of projects. Our clients include a cross section of municipal, state departments, retail, commercial, industrial, residential, religious and government institutions. Since its inception our firm has been dedicated to providing quality architectural design and service. Our firm is experienced in providing services for new construction, renovations, adaptive use designs and historic preservation.

**Thomas F. Hibbard - Principal**

Mr. Hibbard is a 1981 graduate of the Catholic University of America School of Architecture. He is a licensed Architect in the State of Connecticut. His diverse background includes the design and construction of many municipal, government, State and private contracts. He has extensive knowledge in new construction and renovations.

Mr. Hibbard has worked for over 50 Municipalities through-out the State. He has provided professional architectural services for municipal facilities, K-12 schools, colleges, State facilities, private entities, and non-profit organizations through-out his career. Mr. Hibbard has extensive experience in roof replacement and exterior building renovations. This past year six school roof replacement projects were successful bid and construction completed.

**EXPERIENCE:**

Hibbard & Rosa Architects L.L.C. 1996 – Present
Middletown, Connecticut
Principal

Seb J. Passanesi, P.C. 1992-1996
Middletown, Connecticut
Project Manager, Vice President

Kaestle Boos Associates 1986-1990
New Britain, Connecticut
Intern Architect

**EDUCATION:**

Catholic University of America
Washington D.C.
B.S. Architecture 1981

**CERTIFICATES:**

University of Tennessee Certificate in Sustainable Design & Green Buildings Level 1

**MEMEBERSHIPS:**

American Institute of Architects (AIA)
International Code Council (ICC)
GSA Registered Vendor

**LICENSES:**

State of Connecticut – Lic. # 4914

**MILITARY EXPERIENCE:**

U.S. Navy 1982-1986
U.S. Navy Reserves 1986-2004
Commander

**CLIENTS:**

- City of Stamford, CT
- Town of South Windsor, CT
- Town of Windsor, CT
- Town of Westbrook, CT
- Town of Fairfield, CT.
- City of West Haven, CT
- Town of Enfield, CT
- Town of Guilford
- Town of Southington, CT
- City of Easton, CT
- City of Waterbury, CT
- Town of North Branford, CT
- Region 12 Board of Education
- Region 13 Board of Education

**Carmelo J. Rosa - Principal**

Mr. Rosa is a 1988 graduate of Roger Williams University School of Architecture. He received a B.S. in Architecture with a minor in Civil Engineering. He is a licensed Architect in the State of Connecticut, Rhode Island, New York, Massachusetts, Vermont, and New Hampshire. He has extensive knowledge in new construction and renovations with municipal, government, State and private contracts.

Mr. Rosa has worked for over 50 Municipalities through-out the State. Mr. Rosa is also registered in the surrounding states and has provided architectural services in these states through-out his career. He has provided professional architectural services for K-12 schools, colleges, State facilities, Government facilities, private entities, and non-profit organizations through-out his career.

Mr. Rosa is currently completing bidding services for various modernization projects for Stamford Housing Authority Dba Charter Oak Communities. He recently completed construction administration services for renovations to U.S. Probations offices and Judges Chambers as well as the Department of Social Services for the State of Connecticut. Mr. Rosa has recently developed construction documents for renovations for the Social Security Administration offices in New Haven CT, as well as the School of Law, School of Medicine and the Office of Development for Yale University. Mr. Rosa is currently working on the Social Security Administration Offices in Middletown, CT.

**EXPERIENCE:**

Hibbard & Rosa Architects L.L.C. 1996 – Present
Middletown, Connecticut
Principal

Seb J. Passanesi, P.C. 1992-1996
Middletown, Connecticut
Project Manager

Kaestle Boos Associates 1988-1992
New Britain, Connecticut
Intern Architect

**EDUCATION:**

Roger Williams University
Bristol, R.I.
B.S. Architecture 1987
Minor in Civil Engineering

**LICENSES:**

State of Connecticut – Lic. # 8361

**MEMEBERSHIPS:**

American Institute of Architects (AIA)
International Code Council (ICC)
GSA Registered Vendor

State of Connecticut – Lic. # 8361

**CLIENTS:**

- Stamford Housing Authority
- Connecticut Department of Social Services
- Connecticut Department of Children and Families
- Yale University
- United States Department of Justice
- Social Security Administration
- MARC, Middletown, CT
- Safe Home Security, Inc.
- Region 17 Schools
- DBS, Inc.
- O & G Industries
- Chase Enterprises, Inc.
- Cornerstone Properties, Inc
- Borghesi Building & Engineering, Inc
- City of Middletown, CT
- Wesleyan University, Middletown, CT
- JLN Contracting, Inc.
- Airport Auto Body, LLC
- Premier Building & Development
- LAZ Parking

HYGENIX
Division of Pennoni

49 Woodside Street
Stamford, CT
203-324-2222
Pennoni.com

## Firm Overview

Since 1985, Hygenix has been a leader in environmental consulting, testing and laboratory services. Their staff of environmental scientists includes certified industrial hygienists (ABIH), geologists and licensed environmental professionals, supported by a laboratory accredited by the Connecticut Department of Public Health. The staff employs innovative tools and techniques to assess asbestos containing materials, lead-containing paint, radon, and various other contaminants in buildings, as well as, to assess soil, soil vapors and groundwater for contaminants of concern.

In October 2022, Pennoni purchased certain assets and welcomed the staff of Hygenix, Inc. With the addition of Hygenix, Pennoni is strengthening its Environmental, Health and Safety (EHS) service offerings nationwide. With our office in Stamford, CT, Pennoni can provide a representative on-site to meet with you within short notice to tend to immediate project needs.

Pennoni views the start of every project as the beginning of a collaboration because we understand the value of partnership. As a mid-sized multidisciplinary firm, our engineers gain experience across several disciplines through which we approach engineering challenges from a wider perspective than most. From land development to energy management, our expertise runs deep and our passion for problem-solving runs even deeper. Throughout five decades, our commitment to elevating the impact of our outcomes through personalized service has been steadfast. We have the experience to anticipate roadblocks and the insight to understand how to move past them. We also have the flexibility to be innovative in our approach with the integrity to get things right. Our goal is to help communities and private sector clients alike navigate the ever-changing technological advancements available and learn how best to integrate "smart" solutions into the current landscape and make them a part of resilient and sustainable planning.

Pennoni milestones are bigger than any one project. We measure achievement in innovation, efficiency, and excellence. The footprint of our work may be large, but our focal point is not just on "where"; it's on "how". We are relentless in our aim to bring fresh perspectives and new technologies. We establish relationships based on honesty to create trust and longevity. The net effect? Our combination of talent and experience that generates unprecedented results for diverse projects across our geographic reach.

Established as a corporation in 1966, Pennoni is a multidisciplinary firm that employs more than 1,200 professional, technical, and administrative personnel in more than 35 offices strategically located to best serve our growing list of clients. Pennoni provides services to local, state, and federal governments and private, commercial, industrial, and construction clients, as well as to other professional firms. With an Employee Stock Ownership Program (ESOP) in place, we dedicate ourselves daily to client service, to giving back to the community, and to nurturing the entrepreneurial spirit of our employee-owners. We have received numerous awards for our work as well as our corporate culture, including national rankings by the Zweig Group and Engineering News-Record.

### Structural Engineering

Our structural engineering staff thrive on design and technical challenges involved in creating durable structures that meet the challenges of creative architecture. Our staff work with architects, owners, and builders on a wide range of building types, and possess a thorough knowledge of materials, including steel, concrete, masonry, and timber. Our understanding of structure allows us to develop cost effective and long-lasting solutions. Our reputation is a result of our performance on technically demanding and often high-profile projects.

Environmental, Health, & Safety Services

When working on environmental, health, and safety projects, our staff aims to aid our clients in protecting their community, their businesses, and their natural climate from such adverse products as pollution, mold, and other hazardous materials. Pennoni's Environmental Technology consists of environmental, civil, and chemical engineers, geologists, industrial hygienists, and environmental scientists experienced in performing a wide range of environmental support services.

Our Environmental staff is qualified and experienced in providing hazardous materials surveys, asbestos, lead-based paint, mold, and PCB management, indoor air quality studies, and health and safety planning. Pennoni has a working relationship with area regulatory agencies and can provide air permitting, solid and hazardous waste management, underground storage tank management, as well as, agency negotiations, and expert testimony/litigation support services. We also have experience with environmental impact statements, endangered species and wetland delineations/mitigations, compliance audits, and landfill investigations/closures.

We partner with regulatory and environmental protection agencies to understand the best practices for solid and hazardous water management, endangered species, wetland delineations, landfills, and more. The result of a successful environmental, health, and safety project shows a commitment and dedication to the environment and the people who live in it.

**HYGENIX DIVISION OF PENNONI**
**STAFF ORGANIZATION**

## PRIMARY POINTS OF CONTACT

The primary point of contact for this project is:


James Twitchell, Project Manager
HYGENIX Division of Pennoni (HDP)
49 Woodside Street
Stamford, CT 06902

telephone # 203-324-2222 x15
mobile # 203-554-1249
e-mail: jtwitchell@pennoni.com

Ross Stuart, PE, SE,
Associate VP, Structural Division Manager
Pennoni
1900 Market St, Suite 300
Philadelphia, PA 19103

telephone # 215-254-7868
mobile # 610-425-8169
e-mail: rstuart@pennoni.com


## TESTING LABORATORIES

HYGENIX Division of Pennoni (HDP) has relationships with many laboratories that provide us the flexibility to meet our clients' scheduling demands. The following is a list of some of the laboratories we use:

AmeriSci New York (Asbestos Samples)
117 East 30th Street
New York, NY10016
CT Registration # PH 0186
ELAP # 11480

Phoenix Environmental (PCB, IAQ, Other)
587 East Middle Turnpike
Manchester, CT 06040

Complete Environmental Testing (PCB, Lead, Other)
80 Lupes Drive
Stratford, CT 06615

Con-Test Analytical Laboratories (PCB Samples)
39 Spruce Street
East Longmeadow, MA 01028

Schneider Laboratories (Lead & IAQ Samples)
2512 West Cary Street
Richmond Virginia 23220

York Analytical Laboratories (PCB, IAQ, Other)
120 Research Drive
Stratford, CT 06615

**CERTIFIED STAFF**

Listed below are the full-time certified staff members that HDP has available to assign to this project:

Ross Stuart, PE, SE, (Associate VP, Structural Division Manager)

Robert C. Brown, MS, CIH (Senior Industrial Hygienist & Office Manager)

Arthur Morris, MS, LEP (Senior Industrial Scientist)

Nic Vasquez, CIH (Senior Industrial Hygienist)

James Twitchell (Senior Industrial Hygienist)

Ryan Ebenhack, MS (Staff Industrial Hygienist)

Ted Tio, MS (Senior Industrial Hygienist)

Peter Antonucci (Staff Geologist)

Jason Gemmell (Staff Industrial Hygienist)

Brian Baker (Graduate Environmental Scientist)

Kyle Ryen (Graduate Industrial Hygienist)

Paul Constantin (Graduate Engineer)

Resumes of the staff members, most likely to be assigned to this project are included in the following pages of this document.

## SENIOR STAFF RESUME'S

**SENIOR INDUSTRIAL HYGIENIST & OFFICE MANAGER**

**ROBERT C. BROWN**

***Professional Experience***

**November 2022 – Present -- HYGENIX Division of Pennoni, Stamford, CT**

**1987 – October 2022 -- HYGENIX, Inc., Stamford, CT**
Director of Industrial Hygiene

- Co-founder of environmental and industrial hygiene consulting firm. Served as laboratory director and initiated programs for the assessment of asbestos, lead-based paint, and indoor air quality. Responsibilities include policy-making and technical coordination for a staff of industrial hygiene technicians.

**1981 – 1987 -- Greenwich Department of Health, Greenwich, CT**
Director of Environmental Health and Laboratory

- Developed policies and supervised the implementation of environmental health programs to a community of 60,000 residents. Responsible for educating and enforcing compliance with public health regulations in areas of sewage disposal, water treatment, food sanitation, solid waste and hazardous materials management. Served as laboratory director.

**Education**

**1970 – 1975 -- Northeastern University, Boston, MA**
Bachelor of Science

- Majored in Medical Laboratory Science at the School of Pharmacy and Allied Health Professions. Curriculum included a 1-year internship at the New England Deaconess Hospital with formalized training in clinical chemistry, microbiology, hematology, and immunology.

**1976 – 1978 -- Tulane University, New Orleans, LA**
Master of Science in Hygiene

- Majored in Environmental Health Science at the School of Public Health and Tropical Medicine. Curriculum included coursework in biostatistics, epidemiology, environmental chemistry and microbiology, and occupational and radiological health.

**1981 – 1985 -- Columbia University, New York, NY**
Doctoral Candidate

- Majored in Environmental Science at the School of Public Health. Completed prerequisite course work (not including dissertation) in a curriculum encompassing toxicology, public health and industrial hygiene related courses.

**Professional Memberships**

- American Industrial Hygiene Association
- American Conference of Governmental Industrial Hygienists
- National Environmental Health Association
- American Public Health Association
- American Society of Heating, Refrigeration and Air Conditioning Engineers

**Accreditations**

- Certified Industrial Hygienist (American Board of Industrial Hygiene)
- Certified CT/NY Asbestos Inspector, Project Monitor, Management Planner and Project Designer
- Certified CT Lead Inspector/Risk Assessor and Project Designer

**ASSOCIATE VICE PRESIDENT, STRUCTURAL DIVISION MANAGER**

**ROSS E. STUART**

***Professional Experience Summary***

Mr. Stuart, a Senior Structural Engineer, and Division Manager, has over 16 years of structural design and assessment experience. He has assisted with the design, coordination, administration, and management of the structural engineering for a diverse spectrum of projects, including new construction, rehabilitation, adaptive reuse, inspection, condition assessment, pre-purchase due diligence and bid repair projects. Prior to joining Pennoni, he served as a project engineer on a variety of commercial, institutional, manufacturing process, and industrial facilities throughout the mid-Atlantic region.

Mr. Stuart's design experience includes steel framing and connections, foundations (deep and shallow), adaptive reuse of existing structures, reinforced concrete, masonry, cold formed steel, wood. His design experience applies to a wide range of structures, including commercial, parking, casino, residential, education, health care, municipal and other mixed-use projects.

Mr. Stuart's field experience includes multiple site visits and condition assessment surveys for a variety of structures. The type of condition assessment work varies from façade restoration, Philadelphia Ordinance fulfillment, pre-purchase due diligence, emergency repair work and general building evaluation. His investigation field work includes a wide range of structures, including concrete, parking, steel, wood, and masonry structures.

**Education**

2007 – BS – Civil/Environmental Engineering - Rutgers University, New Brunswick, NJ

**Professional Registrations**

* Professional Engineer: CT (#34230)
* Professional Engineer: PA. FL, NJ, DE, NC, NY, WV, AR, MD, MI
* Professional Structural Engineer: HI, NV, IL, UT, OK

**Profession Affiliations**

* American Society of Civil Engineers
* Delaware Valley Association of Structural Engineers
* American Concrete Institute
* American Institute of Steel Construction
* Structural Engineers Association of Pennsylvania

**Honor/Awards**

* Civil & Structural Engineer Rising Stars Award, Civil+Structural Engineer Magazine (2019)
* Certified CT/NY Asbestos Inspector, Project Monitor, Management Planner and Project Designer
* Certified CT Lead Inspector/Risk Assessor and Project Designer

**SENIOR INDUSTRIAL SCIENTIST**

**ARTHUR B. MORRIS, MS, LEP**

**Education:**

1974 BA - Environmental Science - Long Island University
1980 MS - Biology - Southern Connecticut State College

**Special Training & Certifications:**

1986 McCrone Research Institute "Identification of Asbestos"
1984 Occupational Safety and Health Center
"Sampling and Evaluating Airborne Asbestos Dust (NIOSH 582)"
1988 NY State Department of Labor Restricted Asbestos Handler II
1990 American Board of Industrial Hygiene
IHIT - Industrial Hygienist in Training
1992 Health & Safety During Underground Storage Tank Remediation (16 hrs.)
1998 Connecticut DEP-Licensed Environmental Professional (LEP) License #257
1999 40Hr OSHA Training-Hazardous Waste Operations & Emergency Response

US Test Tightness Testing Certification (Volumetric Ultrasonic Testing)
USTest 2001/P System

**Work Experience:**

1974-75 Texas Instruments
Environmental Laboratory Technician
Performed environmental sampling
Conducted laboratory analysis of water

1975-87 Greenwich Department of Health
Laboratory Supervisor/Environmental Chemist
Conducted laboratory analysis of air,
water, food and clinical samples

1987-88 Greenwich Department of Health
Director of Environmental Health & Laboratory
Administered municipal department, responsible for air/water
pollution, solid waste management, food sanitation,
sewage disposal and health screening programs

1988-22 HYGENIX, Inc.
Secretary/Treasurer; Director of Environmental Services
Directed staff performing environmental site assessments,
Phase I, II, III Assessments, Remedial Action Plans, CT DEP Property
Transfer Act Filings/ECAF Preparations

November 2022 – Present
HYGENIX Division of Pennoni, Stamford, CT

**SENIOR INDUSTRIAL HYGIENIST**

**JAMES TWITCHELL**

**Education:**

May 1996 BS Environmental Sciences – Binghamton University
BS Political Science - Binghamton University

**Special Training and Certifications:**

EPA and CT State Licensed Lead Inspector/Risk Assessor
EPA Certified Lead Project Designer
EPA, NY and CT State Licensed Asbestos Inspector
EPA, NY and CT State Licensed Asbestos Project Monitor
EPA, NY and CT Licensed Asbestos Management Planner
EPA, NY Certified and CT Licensed Asbestos Project Designer
40-Hour OSHA Hazwopper Training

**Environmental Work Experience:**

November 2022 – Present

HYGENIX Division of Pennoni, Stamford, CT

September 1996- October 2022

HYGENIX, Inc. Stamford, CT – Has successfully designed and implemented multiple PCB cleanup and disposal plans for caulking materials and the associated building materials in both public and private settings.

HYGENIX, Inc. Stamford, CT – Has designed, implemented, and managed abatement projects for various hazardous materials on residential, industrial, public, and school buildings. Has extensive knowledge of the school review process with The Bureau of School Facilities Unit and has established relationships with local, State and Federal regulatory agencies.

HYGENIX, Inc. Stamford, CT – Since 1996 has conducted asbestos surveys in accordance with local State and Federal regulations. Has conducted project oversight and management of the asbestos remediation project. Other duties include air sampling, attendance of project meetings, review of abatement engineering controls, and preparation of specifications, management plans and proposals.

HYGENIX, Inc. Stamford, CT- Since 1998 has conducted lead XRF surveys in accordance with state and federal regulations and conducted project oversight of lead abatement and demolition projects with lead-based paint.

**STAFF INDUSTRIAL HYGIENIST**

**RYAN J. EBENHACK**

**Education:**

| | |
|---|---|
| May 1998 | B.S. Biology - Allegheny College |
| April 2005 | Masters in Industrial Hygiene - University of New Haven |

**Special Training and Certification:**

| | |
|---|---|
| New York State Department of Labor | - Asbestos Inspector<br>- Asbestos Project Monitor<br>- Asbestos Air Technician |
| Connecticut Department of Public Health | - Asbestos Inspector<br>- Asbestos Project Monitor |
| Environmental Assessment Association | - Certified Testing Specialist |
| GHH Engineering Inc. | - Mold Awareness & Inspection<br>- Mold Investigation & Assessment |
| Greater New York Safety Council | - Indoor Air Quality |
| 40-Hour OSHA HAZWOPPER Training | |

**Work Experience:**

November 2022 – Present

HYGENIX Division of Pennoni, Stamford, CT

September 1999-October 2022

HYGENIX, Inc. Stamford, CT - Head of HYGENIX indoor air quality division. Worked directly under certified industrial hygienist (CIH) Robert Brown since 1999. Conducted over 350 indoor air quality inspections of schools, hospitals, office buildings, and residential homes. Duties include designing specifications for fungi remediation, fungi inspections, overseeing fungi remediation projects, industrial hygiene sampling, OSHA sampling, overseen dust control methodologies during renovations in hypersensitive locations such as hospitals. Have conducted testing for fungi, bacteria, carbon dioxide, carbon monoxide, temperature, relative humidity, radon, legionella, coliform bacteria, lead in water, formaldehyde, mercury, particulate, volatile organic compounds, light, noise, and several other compounds. Worked with insurance companies, engineers, architects, public health workers and lawyers. Attended several environmental classes and seminars.
Conducted over 300 asbestos surveys in accordance with either New York State Department of Labor, Connecticut Department of Health, or AHERA regulations. Conducted project oversight and management for over 150 asbestos remediation projects in New York City, New York State, and Connecticut. Other duties include air sampling, write specifications for abatement projects, attendance of project meetings, and review of abatement engineering controls.

**SENIOR INDUSTRIAL HYGIENIST**

**TED TIO**

**Education:**

December 2003 MS in Occupational Safety & Health – University of New Haven
December 2001 BS in Industrial Technology - Abilene Christian University

**Training and Certification**

| | |
|---|---|
| New York State Department of Labor | - Asbestos Inspector<br>- Asbestos Project Monitor<br>- Asbestos Air Technician |
| Connecticut Department of Public Health | - Asbestos Inspector<br>- Asbestos Project Monitor |
| National Radon Safety Board | - Radon Measurements Specialist |

**Work Experience:**

**November 2022 – Present -- HYGENIX Division of Pennoni, Stamford, CT**

**January 2004 – October 2022 - Hygenix Inc. Stamford, CT**

Conduct asbestos surveys in accordance with either New York State Department of labor, Connecticut Department of Health, or AHERA regulations. Conduct project oversight and management for asbestos remediation projects in Connecticut. Other duties include air sampling, attendance of project meetings, and review of abatement engineering controls.

Conduct indoor air quality inspections of educational facilities, medical facilities commercial facilities and residential homes. Knowledge of testing methodologies for fungi, bacteria, radon, legionella, coliform bacteria, lead in water, formaldehyde, volatile organic compounds and several other compounds. Other duties include designing specifications for fungi remediation

**April – December, 2003- Hygenix Inc. Stamford, CT - Internship**

Assisted Certified Industrial Hygienist (CIH) Robert Brown and licensed inspectors during air quality inspection and asbestos surveys of various facilities and buildings. Conducted testing for fungi, general indoor air quality parameters, legionella, coliform bacteria, volatile organic compounds.

# REPRESENTATIVE PROJECTS

**PVTA Administration Building – Environmental Roof Inspection, Springfield, MA (08/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Town of Vernon, Horovitz Pool House – Environmental Roof Inspection, Vernon, CT (07/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Hoosac Valley High School & Middle School – Environmental Roof Inspection, Cheshire, MA (07/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**West Springfield Parks & Rec Annex – Environmental Roof Inspection, West Springfield, MA (07/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**West Springfield Town Hall – Environmental Roof Inspection, West Springfield, MA (07/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Regional Water Authority Saltonstall WTP – Environmental Roof Inspection, East Haven, CT (05/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Juliet Long School – Environmental Roof Inspection, Gales Ferry, CT (04/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Wonderland of Ice – Environmental Roof Inspection, Bridgeport, CT (04/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Touchpoints at Farmington – Environmental Roof Inspection, Farmington, CT (02/23)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Former Haddam Elementary School – Environmental Roof Inspection, Haddam, CT (12/22)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Fire Station 1 – Environmental Roof Inspection, South Windsor, CT (11/22)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**New Fairfield High School – Environmental Roof Inspection, New Fairfield, CT (02/20)**
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

**Amtrak – CTDOT Mechanical Building Roof Replacement, New Haven, CT (7/19)**
Project Engineer – Performed site visit to determine the existing roofing conditions to prepare for design of the roof replacement of the CTDOT Mechanical Building. Repair recommendations for the replacement of the existing poor conditioned roof were designed and provided. (19-03151)

**Township of Haverford – Grange Estate Lower Springhouse Roof Replacement, Havertown, PA (2/19 – Present)**
Project Engineer – Responsible for assessing the exiting roof system conditions to design replacement roofing for the historic Grange Estate Springhouse. (HAVTT21838)

**West East Goshen Regional Police Department - Roof Repairs, West Chester, PA (8/19)**
Project Engineer - Responsible for the condition assessment, documentation, and construction phase services for a police station that was approximately 12,960-SF with two stories. Performed a site visit to observe and evaluate the condition of the existing roof, including shingles, EPDM roof, ceiling insulation, soffit vents and roof vents. Repaired and replaced the roofing. (WEGPD19001)

**Intersect Energy – Rooftop Solar Photovoltaic, Wayne, PA (1/19 – Present)**
Project Engineer – Performed structural analysis of the existing structural elements impacted by proposed rooftop photovoltaic systems at three different buildings. Analysis was based off observations of readily exposed structural conditions and a recommendation was provided on options and costs for strengthening existing structure. (INTER18001)

**The Boeing Company - Roof Leak and Flashing Detail Investigation, Philadelphia, PA (4/21 – 6/21)**
Responsible for visiting the project site and determining the cause of the leak at Building 3-57. Following the site visit, it was concluded that the detail on the building relies on both caulk joints to work together to keep water from entering above the z-clip. With the one caulk joint missing, snow/ice built up against the flashing, and as a result entered the building. Concluded the project by providing three options that would resolve the water infiltration. (TBCIX21002)

**Athena Construction Group Inc. - Roof Replacement, Arlington, VA (5/20)**
The purpose of the analysis was to review the roof replacement construction documents and determine if the existing framing can safely support the additional dead load of the proposed new roofing system. (

**PhilaPort - Pier 82 Roof Replacement, Philadelphia, PA (2019)**
Structural Engineer of Record - Roof replacement on an approximately 115,000-SF warehouse building with a new modified bituminous roofing system, including additional vapor barriers and insulation as required to convert the building into a cold storage facility. (PRPAX19001)

**Amtrak - Roof Replacement, Chicago, IL (12/19 - 8/20)**
The existing building is a one-story concrete metal wall panel structure with a standing seam metal roof. The building is approximately 1,152-SF. Conducted a site visit to observe and evaluate the condition of the existing structures, roofs and drainage systems. The purpose of the site visit is to inspect the existing conditions, locate penetrations and projections, and evaluate the roof. (ATKRX19017)

**Belgium Ambassador Residency, Condition Assessment, Washington, DC (4/22)**
Project Engineer – Performed a condition assessment of the existing roof structure to verify if the new addition of a photovoltaic solar arrays can be supported. It was concluded that the addition of the solar panels can be supported by the existing roof structure. (IPSUN22003)

**North Point Development - Structural and Roofing Condition Assessment Report, Fairless Hill, PA (11/20 - 12/20)**
Project Engineer – Responsible for a report that summarized the structural and roofing condition assessment of the six (6) existing heavy industrial buildings located at the former US Steel site. The combined gross square footage of the buildings were approximately 1,000,000 square-feet. (NPDEV20003)

**Pine Hill Municipal Authorities - Roofing Condition Assessment Report, Pine Hill, NJ (7/20 - 10/20)**
Roofing condition assessment of the Pine Hill MUA located at 907 Turnnerville Pike, Pine Hill, NJ. The assessment o f the roof included visual observations of the exposed and readily accessible roofing and limited structural component s associated with the roofsof the referenced building. Some roof cores samples were obtained for the roofing systems. (PHMUX20007)

**East Goshen Township – East Goshen Township Roof Replacement, West Chester, PA (8/19 – 9/19)**
Project Engineer – Performed assessment of the existing conditions of the roof and the wood decking. Designed a replacement of the sloping roof with replacements for deficiencies in any wood decking. (EGOS0007)

**JP Morgan Chase Account – JPMC Building Roof Parapet Wall Leakage, Wilmington, DE (7/19)**
Project Engineer – Performed conditional assessment of existing roof parapet to determine the structural and architectural layout. Observations were made to determine likely source of water infiltration through parapet construction. A recommendation was made to mitigate any further leakage with a metal coping cap. (JLLSL19006)

**Bed Bath & Beyond – Roof Framing and RTU Assessment, Boca Raton, FL (5/19)**
Project Engineer – Conducted site visit to observe and evaluate the condition of the existing roof structure in the vicinity of the RTU's under review. Observations were done to identify structural deficiencies or conditions that may require strengthening to assess the adaptive reuse potential of the roof structure. (BBBYD18019)

**South Central Transit Authority - Barta Transportation Center, Roofing Conditions Assessment Report, Reading, PA (6/18)**
Project Engineer - Responsible for identifying readily observable deficiencies or conditions that required repair work and assessed the adaptive reuse potential of the structure. The roofing assessment also involved obtaining and patching four cores of the existing roofing to determine the existing roofing construction and condition. (SCTRA18001)

# Ross E. Stuart, PE, SE

## Associate Vice President, Structural Division Manager

**EDUCATION**
BS, Civil/Environmental Engineering; Rutgers University (2007 Summa Cum Laude)

**PROFESSIONAL REGISTRATIONS**
Professional Engineer: CT PEN.0034230

Professional Engineer: AL, AR, CT, DE, FL, MD, MI, NC, NH, NJ, NY, PA, SC, WV and VA

Professional Structural Engineer: AZ, IL, MA NV, OK and UT

New York City Qualified Parking Structure Inspector (QPSI)

**CERTIFICATIONS/TRAINING**
Aerial Lift Operator, Trico Lift (2011, no exp.)

Confined Space Entry & Asbestos Awareness, Pennoni (2015, no exp.)

**PROFESSIONAL AFFILIATIONS**
American Society of Civil Engineers

American Concrete Institute

American Institute of Steel Construction

Structural Engineers Association of Pennsylvania

**HONORS/AWARDS**
Civil & Structural Engineer Rising Stars Award, Civil+Structural Engineer Magazine (2019)

**EXPERIENCE SUMMARY**

Mr. Stuart, a Senior Structural Engineer, and Division Manager, has over 17 years of structural design and assessment experience. He has assisted with the design, coordination, administration, and management of the structural engineering for a diverse spectrum of projects, including new construction, rehabilitation, adaptive reuse, inspection, condition assessment, pre-purchase due diligence and bid repair projects. Prior to joining Pennoni, he served as a project engineer on a variety of commercial, institutional, manufacturing process, and industrial facilities throughout the mid-Atlantic region.

Mr. Stuart's design experience includes steel framing and connections, foundations (deep and shallow), adaptive reuse of existing structures, reinforced concrete, masonry, cold formed steel, wood. His design experience applies to a wide range of structures, including commercial, parking, casino, residential, education, health care, municipal and other mixed-use projects.

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**REPRESENTATIVE PROJECTS**

**Hibbard & Rosa Architects – Town of Ashford School Roof Assessment, Ashford, CT (2023)**
Engineer of Record – Performed an assessment of the existing Ashford School for a re-roofing project. The scope of work included a site visit to visual assess if any deterioration or other observations would indicate that the structure was experiencing distress and unable to structurally support the new roofing. Pennoni provided a signed and sealed report documenting on observations, analysis and conclusions, including confirmation that the roofing project could proceed as planned.

**Athena Construction Group Inc. - Roof Replacement, Arlington, VA (5/20)**
The purpose of the analysis was to review the roof replacement construction documents and determine if the existing framing can safely support the additional dead load of the proposed new roofing system. (ATHNA20009)

**PhilaPort - Pier 82 Roof Replacement, Philadelphia, PA (2019)**
Structural Engineer of Record - Roof replacement on an approximately 115,000-SF warehouse building with a new modified bituminous roofing system, including additional vapor barriers and insulation as required to convert the building into a cold storage facility. (PRPAX19001)

**Amtrak - Roof Replacement, Chicago, IL (12/19 - 8/20)**
The existing building is a one-story concrete metal wall panel structure with a standing seam metal roof. The building is approximately 1,152-SF. Conducted a site visit to observe and evaluate the condition of the existing structures, roofs and drainage systems. The purpose of the site visit is to inspect the existing conditions, locate penetrations and projections, and evaluate the roof. (ATKRX19017)

**Belgium Ambassador Residency, Condition Assessment, Washington, DC (4/22)**
Project Engineer – Performed a condition assessment of the existing roof structure to verify if the new addition of a photovoltaic solar arrays can be supported. It was concluded that the addition of the solar panels can be supported by the existing roof structure. (IPSUN22003)

**Gloucester City Administration Building Roof (2/22)**
Project Engineer – Performed site visit to conduct a visual condition assessment of the roof and the existing roof structure, as many leaks have been reported. The assessment of the roof included visual observations of the exposed and readily accessible roofing and limited structural components associated with the roofs. Pennoni provided recommendations to repair the existing roof.

**North Point Development - Structural and Roofing Condition Assessment Report, Fairless Hill, PA (11/20 - 12/20)**
Project Engineer – Responsible for a report that summarized the structural and roofing condition assessment of the six (6) existing heavy industrial buildings located at the former US Steel site. The combined gross square footage of the buildings were approximately 1,000,000 square-feet. (NPDEV20003)

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Project Engineer – Performed assessment of the existing conditions of the roof and the wood decking. Designed a replacement of the sloping roof with replacements for deficiencies in any wood decking. (EGOS0007)

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Project Engineer - Responsible for identifying readily observable deficiencies or conditions that required repair work and assessed the adaptive reuse potential of the structure. The roofing assessment also involved obtaining and patching four cores of the existing roofing to determine the existing roofing construction and condition. (SCTRA18001)

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**HIBBARD & ROSA ARCHITECTS, L.L.C.**
100 RIVERVIEW CENTER, SUITE 272, MAIN STREET
MIDDLETOWN, CT 06457

## Qualifications and Work Plan

Established in 1996 by Thomas F. Hibbard and Carmelo J Rosa, Hibbard and Rosa Architects, L.L.C. has provided Architectural service for a full range of projects. Our clients include a cross section of municipal, state, government, public housing, retail, commercial, industrial and religious institutions. Since its inception our firm has been dedicated to providing quality architectural design and service. Our firm is experienced in providing services for new construction, renovations, roof replacement, alternative energy/conservation projects, exterior restorations, adaptive use designs and historic preservation.

Both principals; Thomas Hibbard and Carmelo Rosa have over 57 years total experience as licensed Architects in the State of Connecticut. Additionally, our team is Connecticut based and has all the licenses required by the State of Connecticut.

Our firm has an established record of roof replacement in the state of Connecticut. HRA has successfully completed of 200 roof replacement projects. Further we have worked cooperatively with over 40 Boards of Education successfully completing over 120 school roof replacement projects. These roof replacement projects have received funding or reimbursement from a variety of local and state funding sources.

Mr. Hibbard who will serve as Project Architect, has extensive knowledge and expertise with the full range of roof systems available today. Additionally, he has overseen the development and submission of documents required to ensure reimbursement from both local and state agencies and non-profit funding sources. Mr. Hibbard will be the principal primarily responsible for the development of the contract documents.

Mr. Rosa, principal and Architect will provide support in the development of the contract documents and will also be responsible to provide an independent review of the completed contract documents to ensure the final documents completely and concisely convey the full extent of the project work.

Mr. David Rosa, Cadd Manager will be responsible for the day to day development of the contract drawings. He has extensive experience in the development and coordination of drawings for roof replacement projects.

The individuals listed above will be assigned to the development of these roof replacement projects and are available to start work on the projects immediately.

Our firm has consistently produced high quality, very detailed contract documents that have received accelerated approval by local officials and numerous local and state funding sources. Further the high quality and extensive detail contained in our drawings has resulted in our projects being completed on time within budget and within minimal change orders, some roof replacement projects completed with no change orders. The concise nature of our construction documents is central to the efficient completion of the construction and administrative closeout of our projects.

Typically, our team will hold weekly job meetings with all interested parties. Roof projects historically move at a rapid pace during the summer months and weekly job meetings allow the team to keep informed of the progress and developments on site. Additionally, members of our team will be available to address emergent issues/on site conditions during the course of the work week.

Hibbard & Rosa Architect's believe it is essential for a successful project throughout development and construction to respond to owners, and contractor questions or concerns within 24 hours. This dedication has proven consistent success with all projects since our inception.

A review of our qualifications will demonstrate our teams ability to work collaboratively with Town officials, committee members and staff to develop a strategy for the roof replacement projects. Our team is well versed in the approval process from the local level up to the state approval process. Historically our team has worked well with local officials in the development of projects.

## Services Expected of City

We request the City make available all drawing and specifications relative to the Bergin Complex construction/existing conditions.

**HIBBARD & ROSA ARCHITECTS, L.L.C.**
100 RIVERVIEW CENTER - SUITE 272 – MAIN STREET
MIDDLETOWN, CT 06457

## Information on Failure to complete Work, Default and Litigation

1. Have you ever failed to complete any work awarded to you?

   **No**

2. Have you ever defaulted on a contract?

   **No**

3. Is there any pending litigation which could affect your organizations ability to perform this agreement?

   **No**

4. Has your firm ever had a contract terminated for cause within the past five years?

   **No**

5. Has your firm been named in a lawsuit related to errors and omissions within the past five years?

   **No**

6. During the past seven years has your firm ever filed for protection under the Federal bankruptcy laws?

   **No**

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

   **No**

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024 )**
**Persons or Entities Conducting Business with the City**

## I. Outstanding Purchase Orders of Contracts with the City

### A. Contracts

**No Contracts with the City** [X]

Architectural and Engineering Design Service for Bunker Hill Elementary School Portico Replacement

(Service or Commodity Covered by Contract)

Purchase Order dated 12-18-23; until construction phase is completed and accepted by the City

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024 )**
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City** [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024 )**
**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** [X]

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

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(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.

Hibbard & Rosa Architects, L.L.C.
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

June 4, 2024
Date

Thomas F. Hibbard, Member
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: Hibbard & Rosa Architects, L.L.C.
100 Riverview Center, Suite 272, 292 Main St
Middletown, CT 06457

Print Name and Title of Authorized Representative: Thomas F. Hibbard

Signature of Authorized Representative:

Date: June 3, 2024

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Middlesex

County of Middlesex

Thomas F. Hibbard, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Member of Hibbard & Rosa Architects, L.L.C. (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):

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

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

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

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

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

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

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

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

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

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

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

| Organization Name | Address | Type of Ownership |
|---|---|---|
| 1 None | | |
| 2 | | |
| 3 | | |
| 4 | | |

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

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

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

| | Name | Title | DOB | Stock % |
|---|---|---|---|---|
| 1 | None | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

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

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

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

| | TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL PLACE OF BUSINESS |
|---|---|---|---|
| 1 | None | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

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

**For Partnership/Sole Proprietor**

In presence of: Thomas F.Hibbard

Witness
Carmelo Rosa

Hibbard & Rosa Architects, L.L.C.
Name of Partnership/Business

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

State of Connecticut )

) SS Middletown

County of Middlesex )

Thomas F. Hibbard being duly sworn,

deposes and says that he/she is Member of Hibbard & Rosa Architects, L.L.C. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 4th day of June 2024.

Gina M. Jones (Notary Public)

My Commission Expires: 04/30/2028 Gina M. Jones

## ATTACHMENT C

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

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

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

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

1 Addendum #1 May 29, 2024 4 _____

2 Addendum #2 May 30, 2024 5 _____

3 _____ 6 _____

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

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

06-1455688
Social Security Number
or Federal Identification Number

Member
Signature of Individual or Corporate Name

NA
Corporate Officer
(if applicable)

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

Name Hibbard & Rosa Architects, L.L.C.
By: Thomas F. Hibbard, Member
(Title)
Business Address: 100 Riverview Center, Suite 272
(City, State, Zip Code)
292 Main Street
Middletown, CT 06457
Phone: (860) 961-2107
Email: tom@hra.bz
Date: June 4, 2024

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Hillcrest Agency, LLC<br>28 Main St, Unit 3<br>Essex, CT 06426<br>License #: 1045873 | CONTACT NAME: Lisa Walden<br>PHONE (A/C, No, Ext): (860)339-5534 FAX (A/C, No): (860)339-5659<br>E-MAIL ADDRESS: lwalden@hillcrestagency.com |
| INSURED<br>Hibbard & Rosa Architects, LLC<br>100 Riverview Center Ste 272<br>Middletown, CT 06457 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : The Hartford — 29424<br>INSURER B : The Hartford — 29459<br>INSURER C : Travelers<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER: 00000409-1078329** **REVISION NUMBER: 141**

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 | X COMMERCIAL GENERAL LIABILITY | | | 31 SBA PM7619 | 08/02/2023 | 08/02/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 31 SBA PM7619 | 08/02/2023 | 08/02/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | 31 SBA PM7619 | 08/02/2023 | 08/02/2024 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | 31 WEC GQ7332 | 08/02/2023 | 08/02/2024 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N/A | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| C | Professional Liab. | | | 107826399 | 04/26/2024 | 04/26/2025 | 2,000,000 Occ. | 3,000,000 Agg. |
| B | Valuable Papers | | | 31 SBA PM7619 | 08/02/2023 | 08/02/2024 | 25,000 | |

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

**CERTIFICATE HOLDER**

City of Waterbury
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

48 Lisa M Walden (LMW)

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STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

889188

Be it known that

# THOMAS F HIBBARD

has been certified by the Department of Consumer Protection as a licensed

## ARCHITECT

License #: ARI.0004914
Effective Date: 08/01/2022
Expiration Date: 07/31/2023

Michelle Seagull

Michelle Seagull, Commissioner

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

889475

Be it known that

# CARMELO J ROSA

has been certified by the Department of Consumer Protection as a licensed

## ARCHITECT

License #: ARI.0008361
Effective Date: 08/01/2022
Expiration Date: 07/31/2023

Michelle Seagull

Michelle Seagull, Commissioner

**REQUEST FOR PROPOSAL**
**#7749**
**BY**
**THE CITY OF WATERBURY**
***DEPARTMENT OF EDUCATION***
**DESIGN & ENGINEERING SERVICES FOR THE BERGIN EDUCATION COMPLEX ROOF REPLACEMENT**
**ATTACHMENT E - COST PROPOSAL – REVISED 05/29/2024**

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

Date: June 19, 2024

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

Sir:

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

Hibbard & Rosa Architects, L.L.C.
(Print or Type Company/Corporate Name)

100 Riverview Center, Suite 272
(Print or Type Business Address)
292 Main Street

Middletown, CT 06457

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

| DESIGN & ENGINEERING SERVICES FOR THE BERGIN EDUCATION COMPLEX ROOF REPLACEMENT | |
|---|---|
| I. Assessment Services | $ 26,100.00 |
| II. Design Services | $ 26,100.00 |
| III. Bid Services | $ 3,480.00 |
| IV. Construction Administration Services | $ 13,920.00 |
| **Total Items I-IV Above** | $ 69,600.00 |

**Provide an hourly rate to perform tasks that are determined to be Owner Controlled Contingency
$ 175.00 /hr.

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

Respectfully submitted by: Thomas F. Hibbard

06-1455688
Social Security Number or Federal Identification Number (Print or Type)

Hibbard & Rosa Architects, L.L.C.
Company/Corporate Name (Print or Type)

Thomas F. Hibbard
Signature of Authorized Official

Thomas F. Hibbard
Name of Authorized Official (Print or Type)

Member
Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

| | |
|---|---|
| 100 Riverview Center, Suite 272<br>292 Main Street<br>Business Address: (Print or Type) | (860) 704-8248<br>Business Fax Number: (Print or Type) |
| Middletown, CT 06457<br>City, State, Zip Code: (Print or Type) | (860) 961-2107<br>Business Mobile Number: (Print or Type) |
| (860) 346-1809<br>Business Telephone Number: (Print or Type) | tom@hra.bz<br>Business Email Address: (Print or Type) |

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate

**END OF ATTACHMENT E**

#12

WATERBURY
PUBLIC SCHOOLS

**Carli Carpentieri & Marissa Waters**
Talent & Professional Development Supervisors
(203) 574-8022
mwaters@waterbury.k12.ct.us

**Date: 7-2-24**

**Honorable Aldermen**
**Waterbury Board of Aldermen**
**235 Grand Street**
**Waterbury, CT 06702**

**And**

**Honorable Commissioners**
**Waterbury Board of Education**
**236 Grand Street**
**Waterbury, CT 06702**

Re: **Approval Request of Contract** for Central Inspire Teacher Residency Program between the City of Waterbury and Central Connecticut State University

Dear Honorable Aldermen and Honorable Commissioners:

The Human Capital/Education Department respectfully requests your approval of the above-referenced contract for the Central Inspire Teacher Residency Program between the City of Waterbury and Central Connecticut State University (CCSU) to provide a "grow your own" teacher recruitment and retention initiative.

This program is unique in that it is specifically designed for WPS paraprofessionals or classroom assistants who are interested in pursuing their special education teaching certification but cannot afford to go through the traditional route.

This residency program will allow current WPS non-certified staff (paraprofessionals and classroom assistants) to enroll in CCSU's special education program, receive a total of $12,000 towards tuition costs, participate in a WPS cohort, and serve in a paid residency position during the second year of the Program alongside a TEAM certified special education Mentor Teacher. After the Residents have completed the Program and met certification requirements, WPS will make best efforts to offer a special education teaching position within Waterbury Public Schools. The Central Inspire Teacher Residency Program is another pipeline to help us fill the many special education teaching positions within our district.

The cost of this contract would be a maximum amount of $420,000 per year (**if a total of 10 Residents are selected-cost is $42,000 per Resident per year*). We have allocated funds for this program utilizing our Increasing Educator Diversity Grant monies. This residency program would be a three (3) year contract, starting on June 30, 2024, and ending on June 30, 2027.

The City shall not be responsible to compensate the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement.

Accordingly, attached for your review and consideration is the proposed contract. Lastly, please be advised that the Human Capital/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

*Carli Carpentieri & Marissa Waters*

Carli Carpentieri & Marissa Waters
Talent & Professional Development Supervisors

Attachment cc: Attorney *Allison J. Rzewuski & Attorney Kara Summa*; File: CRT22-348

**OFFICE OF THE CORPORATION COUNSEL**
**CITY OF WATERBURY**

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

## ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: **Central Inspire Teacher Residency Program between the City of Waterbury and Central Connecticut State University**

Department: **Human Capital Department**

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

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

BY: _____
Juan Mendoza
Assistant Superintendent/Director of Human Capital & Talent Management

Date: 7-1-2024

# PROFESSIONAL SERVICES AGREEMENT
# For
# Central Inspire Teacher Residency Program
# between
# The City of Waterbury, Connecticut
# and
# Central Connecticut State University

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 CENTRAL CONNECTICUT STATE UNIVERSITY, an Institution of Higher Education, authorized as an agency of the State of Connecticut ("CCSU" or the "Contractor").

**WHEREAS,** this Project is funded by monies received by the City pursuant to the Alliance-Increasing Education Diversity Grant, wherein the City received notification that the Grant has awarded in the amount of $420,000 for fiscal year July 1, 2024 to June 30, 2025.

**WHEREAS**, CCSU submitted a proposal to the City to establish a partnership pursuant to the Central Inspire Teacher Residency Program wherein CCSU will provide programs and courses for Waterbury Public Schools ("WPS") professionals in order to pursue special education teaching certification; and

**WHEREAS**, the City and CCSU wish to establish the terms and conditions under which the parties will partner in the Central Inspire Teacher Residency Program (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.

**1.1.** The Project consists of a partnership under the Central Inspire Teacher Residency Program.

CCSU shall:

- Provide orientation and training for both Residents and Mentor Teachers prior to and during the residency year.
- Provide courses for the Special Education program.
- Assist program participants with completing all admissions, financial aid and matriculation documents to become CCSU students.
- Evaluate participants' official transcripts from other institutions of higher education to optimize the transferability of previously earned credits.
- Assign participants to an Academic Advisor who will provide customized counseling to ensure students in the program are completing coursework which will apply to the completion of their bachelor's or master's degree.
- Explore seeking additional funding sources from foundations and private donors.
- Provide program oversight by the Program Director and other Program Staff. To provide such oversight, CCSU will observe instruction of Residents and the mentoring of Mentor Teachers, work collaboratively with City personnel to solve problems, and address operational needs in collaboration with the City.
- Provide regular reports to the City on the progress of Residents and Program implementation in the City.
- Provide graduate and/or undergraduate classes to City employees as a cohort. The number of candidates shall be no more than 10 in each cohort.

The City shall:

- Identify staff members who have not completed the requirements to become certified teachers in the State of Connecticut and recruit them as candidates for this pathway program.
- Establish an application and vetting process for candidates from WPS.
- Host a maximum of 10 candidates per school year.
- Work with advisors and faculty members at CCSU to determine each participant's desired teacher certification pathway and identify the courses each participant must complete in the corresponding teacher certification program offered at CCSU's School of Education & Professional Studies.
- Provide program participants with the necessary mentoring support and opportunity to complete state certification requirements. Each resident will be placed with a certified TEAM Mentor during the

residency year. Each hosting Mentor will receive a stipend of up to $6,000 which will be negotiated with the WTA through a MOU.

- Contribute a total of $12,000 towards each participant's tuition which will be paid directly to CCSU. The tuition dollars will be distributed by the semester ($3,000 per semester if the participant is completing four semesters and $6,000 per semester if the participant is completing two semesters). Residents must maintain a full-time student status and remain in good academic standing to receive tuition dollars. Residents must meet CCSU's enrollment date deadlines for each semester to qualify for tuition dollars.
- Provide compensation and benefits for Residents during the residency year. Each Central Inspire Teacher Resident will receive $18.19/hr ($28,000/year) and a $2,000 summer stipend paid between July 20th and August 10th of each academic year.
- Provide release time for Residents and Mentor Teachers to attend scheduled training and cohort meetings.
- Provide hourly rate for Residents attending cohort meetings, mandated after school activities and professional development days.
- Make best efforts to offer Residents who have completed program requirements a full-time teaching position within WPS.

CCSU and the City shall jointly:

- Work collaboratively to select candidates for the Resident and Mentor Teacher positions and adhere to the selection process set forth by the Central Inspire Teacher Residency Program.
- Complete hiring process for Residents and Mentor Teachers. This includes completing the Central Inspire Teacher Residency Program Resident Participation Agreement to outline responsibilities directly related to the support of the resident during their program and for the three years of teaching.
- Plan and offer orientation meetings or events for program participants, faculty, and administrators from CCSU and WPS.
- Meet on a regular basis to provide updates and identify areas for improvement in the program.

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 documents (attached hereto)
**1.1.2** Central Inspire Teacher Residency Program Scope of Services (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

**1.2.** 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 documents
1.2.3 Central Inspire Teacher Residency Program Scope of Services (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. A**s** 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 eases, 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 three (3) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminating June 30, 2027 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time"). The City, in its sole discretion, shall have the option to extend this Contract for one (1) additional (3) year successive term (the "Option Period") upon mutual written agreement of the parties and upon the same terms and conditions.

**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 agrees to expend the following funds for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation pursuant to this Contract shall not exceed One Million Two Hundred Sixty Thousand dollars ($1,260,000.00), as follows:

| | | |
|---|---|---|
| A. | Year One: | $12,000.00 per student tuition payable to CCSU<br>$28,000.00 per student residency compensation payable directly to student (hourly rate - $18.19)<br>$2,000.00 per student summer stipend payable directly to student |
| | Total: | $42,000.00 / student (10 student maximum) |
| B. | Year Two: | $12,000.00 per student tuition payable to CCSU<br>$28,000.00 per student residency compensation payable directly to student (hourly rate - $18.19)<br>$2,000.00 per student summer stipend payable directly to student |
| | Total: | $42,000.00 / student (10 student maximum) |
| C. | Year Three: | $12,000.00 per student tuition payable to CCSU<br>$28,000.00 per student residency compensation payable directly to student (hourly rate - $18.19)<br>$2,000.00 per student summer stipend payable directly to student |
| | Total: | $42,000.00 / student (10 student maximum) |

The compensation shall be paid in conformity with the Central Inspire Teacher Residency Program Scope of Services, 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.

**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

**9.4.2 Auto Liability Insurance: $1,000,000.00** Combined Single Limit each Accident, Any Auto, All Owned and Hired Autos

**9.4.3 Workers Compensation Insurance:** WC Statutory Limits
Employer Liability
**$1,000,000.00** EL Each Accident
**$1,000,000.00** EL Disease Each Employee
**$1,000,000.00** EL Disease Policy Limits

**9.4.4 Excess/Umbrella Insurance: $1,000,000.00** Each Occurrence, **$1,000,000.00** Aggregate

**9.4.5 Professional Liability / Errors & Omissions 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 its Board of Education are 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."** 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 or the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be

instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

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

**12. Intentionally left blank.**

**13. Termination.**

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

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

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

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

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

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

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

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

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

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and

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

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

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

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

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

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

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

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

**16.**

**Subcontracting.** The Contractor shall not, without the prior written approval of the

City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

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

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

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

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

**25.** **Contract Change Orders.**

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

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

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

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

**25.2.** Notwithstanding the foregoing, 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 Procurement Waiver documents and **(ii)** the Consultant's proposal responding to the aforementioned Procurement Waiver 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 he 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: Dr. Paula Talty
Interim Dean/Certification Officer
School of Education and Professional Studies

Central Connecticut State University
Barnard Hall, 327
1615 Stanley Street
New Britain, CT 06050-4010

City: City of Waterbury
Waterbury Public Schools
Human Capital Department
236 Grand Street
Waterbury, CT 06706

**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 he 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 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.

**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.

**GENERAL STATE CONTRACT PROVISIONS:**

**32.16 STATUTORY AUTHORITY.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provides the University with the authority to enter into contracts in the pursuit of its mission.

**32.17 CLAIMS AGAINST THE STATE**. The Sponsor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University arising from this Agreement will be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Sponsor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

**32.18INDEMNIFICATION AND INSURANCE.**

a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts of the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted

compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

b. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.

c. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

d. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to CCSU prior to the effective date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to CCSU. Contractor shall provide an annual electronic update of the three (3) documents to CCSU on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

e. This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

**32.19 EXECUTIVE ORDERS AND OTHER ENACTMENTS**.

(a) All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") will mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement will always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Sponsor is not relieved of its obligation to perform under this

Agreement if it chooses to contest the applicability of the Enactments or the University's authority to require compliance with the Enactments.

(b) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.

(c) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

**32.19 POWER TO EXECUTE**. The individual signing this Agreement on behalf of the University certifies that s/he has full authority to execute the same on behalf of the University and that this Agreement has been duly authorized, executed and delivered by the University and is binding upon the University in accordance with the terms.

**32.20 SOVEREIGN IMMUNITY**. The parties acknowledge and agree that nothing in this Agreement will be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section will govern.

**(signature page follows)**

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

**WITNESSES:**

Sign:_____

Print name:

Sign:_____

Print name:

**CITY OF WATERBURY**

By:_____

Paul K. Pernerewski Jr., Mayor

Date:_____

**WITNESSES:**

Sign:_____

Print name:

Sign:_____

Print name:

**CENTRAL CONNECTICUT STATE UNIVERSITY**

By:_____

Its:_____

Date:_____

ATTACHMENT A

1. Sole Source documents (attached hereto)
2. Central Inspire Teacher Residency Program Scope of Services (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)

#13a

WATERBURY PUBLIC SCHOOLS

# ESSER/ARP Monthly Expenditure Report
## Board of Education Workshop
## July 11, 2024

### ESSER I

Beginning Date March 2020
Ending Date September 2022

**Total Grant : $9,394,519**

**Public Portion** - $8,462,310
$8,462,310 YTD Exp/Enc
$ 0 YTD Balance

**Non-Public Portion:** $932,209
$932,209 YTD Exp/Enc
$ 0 YTD Balance

### ESSER II

Beginning Date December 2020
Ending Date September 2023

**Total Grant : $41,651,124**

$41,651,124 YTD Exp/Enc
$ 0 YTD Balance

### ARP ESSER III

Beginning Date May 2021
Ending Date September 2024

**Total Grant : $89,691,176**

$82,370,707 YTD Exp/Enc
$7,320,469 YTD Balance

# Detail of Encumbrance/Expenditures

## ESSER I

- Temporary Maintainers; Health Dept & Fire Dept Overtime for COVID Testing
- Chromebook Management Services; Licenses; Teachers Laptops; Students Chromebooks; Chromebook Charging Carts; Data Switches & Wireless Headphones
- HVAC & Ventilation Projects- Regan Boilers Replacement, & heating pumps, Carrington BMS Upgrades, HVAC Repairs at Reed, Maloney, Rotella, Gilmartin, Duggan, WAMS, Career, and West Side.
- Covid staff testing fees;
- Fire safety equipment
- Bilingual materials
- PPE/Health & Safety Supplies; Handwashing Stations

## ESSER II

- GF Staff Retainage- Maintainers Staff, IT Staff and School Counselors.
- Summer School Programs; Summer Camps – YMCA, Boys & Girls & PAL
- Transportation for Summer School; Summer school program supplies
- Recruitment - UCONN Resident & Nex-Gen programs; College partnerships for recruitment
- Translation Services
- SEL Curriculum
- Technology Professional Development Training
- Portrait of Graduate Development and Assessment
- CTE Supplies and Wilby Greenhouse Renovation
- Food Service Deficit;
- Facility Study
- Administrative Costs - Contracted Project Manager Services; Contracted Legal Services
- Design Services – Auditorium Upgrades; Air Handler Units; Mechnical Upgrades & Rotella Boiler
- Summer school field trips
- Boiler replacement /Tinker school and Kingsbury
- School counselor Summer program
- New Mentors Summer training
- Design services –HVAC for Wilby, NEMS,WSMS,Crosby, Wallace, State St, Wilson
- Design services- Boiler replacement for Driggs, Maloney, Washington, Generali)
- Boiler replacement –Rotella
- SEL Curriculum
- Naviance
- Duct & Vent Cleaning (Carrington, Duggan,Gilmartin, Reed)
- Reboot pilot program
- Crosby Bypass piping
- Auditorium Upgrades (WAMS, WSMS, Rotella, Kennedy, Laurel Hill Complex & Bergin Complex)
- HVAC upgrades ( Duggan, Gilmartin)
- Boiler replacement ( Rotella)
- Summer program STEM kits
- Boilers replacement ( Driggs, Generali, Maloney and Washington)
- Removal and replacement of 3 playscapes (Chase, Regan, Rotella)
- Summer day Camp ( Waterbury Youth Service)
- Commissioning Services ( Noresco)
- Summer Camp field trip
- Duct & Vent Cleaning (WAMS, Maloney, Rotella)
- Furniture (Moved from Esser III to II)
- ESS (substitutes)
- Moved HVAC expenses from ARP Esser III to Esser II

WATERBURY PUBLIC SCHOOLS

## ARP ESSER III

- (2) PT Crisis Youth Intervention Clinicians;
- Accountant III
- Facility Operation Manager
- Extra Class Stipends for Teachers covering shortage areas (High Schools);
- Partners in Education (CT Center for School Change);
- Outside Counsel Legal Fees for ARP ESSER Contracts;
- Curriculum Update- Pear Deck & Legends of Learning;
- Instructional Supplies & Equipment (School Principals Needs)
- Resources to Support Curriculum(Home Learning);
- Equity Training Services
- State Street Playground Equipment
- HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Wams, Kennedy Fan Replacement.
- Upgrade furniture, fixtures and equipment based on school needs.
- Digital platform to connect students with mentors.
- Amplify reading student license, mCLASS DIBELS
- Mechanical Upgrades at three schools ( Crosby,Kennedy, Wilby)
- SAFE after school program/behavioral clinicals
- Nearpod, Kami, Rubicon subscription
- Summer programs-Boys & Girls club
- Workshop Athletic program
- Biliteracy Training program
- Enrichment programs in the Community (Palace Theater, Shakesperian, Mattatuck museum, Boys and Girls, YMCA)
- Design services for HVAC (Sprague, Regan, Tinker, Washington, Bucks Hill, Chase , International, Generali)
- Harvard Graduate school- training school turnaround leaders
- Linguistica International –translation services
- Cormier Consulting
- Varsity Tutors
- Removal and replacement of 6 playscapes (Bunker Hill, Driggs ,Sprague, Hopeville, Tinker, Washington)
- Radiator Covers
- Multi-tired system of supports for behavior (Branching Minds).
- Water cooled chiller for Wilby
- Design fees for VRF/DOA for 6 elementary schools
- Summer programs ( PAL, YMCA,Seven Angels)
- Imagine learning ( licenses for online learning)
- Furniture (Moved from Esser III to II)
- Quill ( Middle & high school licenses)
- Moved HVAC expenses from ARP Esser III to Esser II
- Google workspace for Education
- Students Chromebooks

- Removal and replacement of playscape at Carrington
- Rubrik update
- Waterbury Bridge to Success
- HVAC construction fees at Wilby and NEMS
- Kitchen construction fees at Crosby and Wilby
- Lightspeed Audio solution
- HVAC Replacement at Crosby/Wallace
- Construction for conversion of Crosby weight room into PE
- HVAC replacement at Kennedy
- HVAC at 13 elementary schools ( Bucks Hill,Chase, Driggs, Generali, Hopeville, Tinker, Bunker Hill, International, Kingsbury, Regan, Sprague, Washington, Wilson)
- HVAC construction fees at WAMS
- Carrington Learning Park security cameras
- Yondr Packages include pouches, medical pouches, unlocking bases, storage accessories, school resource templates
- Transformers for 11 elementary schools

# *Waterbury Board of Education*

## FY2023-2024

## May
## Expenditure Report

| ACCOUNT | CLASSIFICATION | FY 24 ORIGINAL BUDGET | FY 24 ADJUSTED BUDGET | MAY EXPENDITURE | MAY ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|---|---|---|---|---|---|---|---|---|
| **Salaries** | | | | | | | | |
| 511101 | Administrators | $9,717,780 | $9,532,780 | $8,439,203 | $376,577 | $717,000 | $9,540,507 | ($7,727) |
| 511102 | Teachers | $51,253,563 | $43,130,345 | $34,325,368 | $2,046,068 | $6,758,909 | $43,612,785 | ($482,440) |
| 511104 | Superintendent | $444,926 | $444,926 | $401,992 | $17,478 | $25,456 | $454,426 | ($9,500) |
| 511106 | Early Incentive Certifiied | $912,614 | $912,614 | $1,040,119 | $0 | ($127,505) | $1,040,119 | ($127,505) |
| 511107 | Certified Coaches | $770,000 | $770,000 | $506,593 | $270,690 | ($7,283) | $777,283 | ($7,283) |
| 511108 | School Psychologists | $1,244,266 | $644,266 | $429,013 | $21,139 | $194,114 | $569,872 | $74,394 |
| 511109 | School Social Workers | $2,188,529 | $2,048,529 | $1,552,230 | $76,704 | $419,595 | $2,037,361 | $11,168 |
| 511110 | Speech Pathologists | $2,375,493 | $2,375,493 | $2,284,052 | $144,884 | ($53,442) | $2,877,157 | ($501,664) |
| 511111 | Assistant Superintendent | $165,000 | $165,000 | $153,260 | $6,663 | $5,077 | $173,250 | ($8,250) |
| 511113 | Extra Compensatory Stipend | $105,000 | $105,000 | $110,267 | $0 | ($5,267) | $110,267 | ($5,267) |
| 511201 | Non-Certified Salaries | $2,704,766 | $2,704,766 | $2,469,436 | $6,731 | $228,599 | $2,622,195 | $82,571 |
| 511202 | Clerical Wages | $1,205,011 | $1,205,011 | $939,294 | $6,084 | $259,634 | $1,047,227 | $157,784 |
| 511204 | Crossing Guards | $361,867 | $361,867 | $398,830 | $0 | ($36,963) | $427,979 | ($66,112) |
| 511206 | Educational | $450,000 | $450,000 | $234,913 | $7,511 | $207,576 | $286,701 | $163,299 |
| 511212 | Substitute Teachers | $150,000 | $150,000 | $508,211 | $21,155 | ($379,366) | $529,366 | ($379,366) |
| 511215 | Cafeteria Aides | $80,000 | $80,000 | ($5,562) | $0 | $85,562 | ($5,562) | $85,562 |
| 511217 | Library Aides | $191,191 | $191,191 | $123,555 | $0 | $67,636 | $137,797 | $53,394 |
| 511219 | School Clerical | $2,311,182 | $2,311,182 | $1,799,760 | $0 | $511,422 | $2,007,403 | $303,779 |
| 511220 | Fiscal Administration | $693,869 | $693,869 | $422,689 | $0 | $271,180 | $512,416 | $181,453 |
| 511222 | Transportation Coordinator | $204,822 | $204,822 | $183,552 | $0 | $21,270 | $203,562 | $1,260 |
| 511223 | Office Aides | $180,000 | $180,000 | $156,749 | $0 | $23,251 | $172,887 | $7,113 |
| 511225 | School Maintenance Non-Certified | $2,821,584 | $2,821,584 | $2,096,871 | $0 | $724,713 | $2,347,325 | $474,259 |
| 511226 | Custodians Non-Certified | $5,858,425 | $5,758,425 | $4,505,859 | $0 | $1,252,566 | $5,080,586 | $677,839 |
| 511227 | Overtime - Outside Activities | $200,000 | $200,000 | $295,518 | $0 | ($95,518) | $325,000 | ($125,000) |
| 511228 | Paraprofessionals | $10,633,662 | $10,358,662 | $9,238,867 | $0 | $1,119,795 | $10,187,098 | $171,564 |
| 511229 | Bus Duty | $265,000 | $265,000 | $1,250 | $268,075 | ($4,325) | $269,325 | ($4,325) |
| 511232 | Attendance Counselors | $127,965 | $127,965 | $112,867 | $0 | $15,098 | $127,821 | $144 |
| 511233 | ABA Behaviorial Therapist | $1,755,992 | $1,005,992 | $881,583 | $0 | $124,409 | $990,586 | $15,406 |
| 511234 | Interpreters | $199,353 | $199,353 | $133,069 | $0 | $66,284 | $151,463 | $47,890 |
| 511238 | Swing Space | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 511236 | Snow Removal | $0 | $0 | $46,188 | $0 | ($46,188) | $46,188 | ($46,188) |
| 511237 | Swing Space | $0 | $0 | $1,602 | $0 | ($1,602) | $1,602 | ($1,602) |
| 511650 | Overtime | $640,000 | $640,000 | $1,135,761 | $1,031 | ($496,791) | $1,296,590 | ($656,590) |
| 511653 | Longevity | $7,990 | $7,990 | $7,135 | $0 | $855 | $7,135 | $855 |
| 511700 | Extra Police Protection | $686,607 | $686,607 | $275,877 | $0 | $410,730 | $686,607 | $0 |
| 511800 | Vacation and Sick Term Payout | $120,055 | $120,055 | $102,005 | $0 | $18,050 | $120,055 | $0 |
| 522501 | Health Insurance-General | $9,000,000 | $9,000,000 | $9,000,000 | $0 | $0 | $9,000,000 | $0 |
| 529001 | Car Allowance | $70,000 | $70,000 | $98,599 | $0 | ($28,599) | $100,000 | ($30,000) |
| 529003 | Meal Allowances | $24,800 | $25,040 | $24,797 | $400 | ($157) | $24,797 | $243 |
| **Subtotal Salaries** | | **$110,121,312** | **$99,948,334** | **$84,431,369** | **$3,271,190** | **$12,245,775** | **$99,897,176** | **$51,158** |

| ACCOUNT | CLASSIFICATION | FY 24 ORIGINAL BUDGET | FY 24 ADJUSTED BUDGET | MAY EXPENDITURE | MAY ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|---|---|---|---|---|---|---|---|---|
| **Purchased Services** | | | | | | | | |
| 533000 | Professional Services | $2,000,000 | $4,300,000 | $3,669,963 | $61,050 | $568,987 | $4,300,000 | $0 |
| 533009 | Evaluation | $5,000 | $0 | $0 | $0 | $0 | $0 | $0 |
| 533020 | Consulting Services | $325,000 | $478,048 | $453,201 | $19,277 | $5,570 | $478,048 | $0 |
| 533100 | Auditing | $59,500 | $59,500 | $58,000 | $0 | $1,500 | $59,500 | $0 |
| 539005 | Sporting Officials | $25,000 | $25,000 | $11,107 | $0 | $13,893 | $12,000 | $13,000 |
| 539008 | Messenger Service | $30,000 | $30,000 | $28,542 | $0 | $1,458 | $30,000 | $0 |
| 543000 | General Repairs & Maintenance | $1,388,000 | $1,397,266 | $1,186,397 | $95,502 | $115,367 | $1,397,266 | $0 |
| 543011 | Maintenance - Service Contracts | $800,000 | $800,000 | $646,182 | $141,245 | $12,573 | $800,000 | $0 |
| 544002 | Building Rental | $568,956 | $568,956 | $493,956 | $49,500 | $25,500 | $568,956 | $0 |
| 545002 | Water | $250,000 | $250,000 | $201,366 | $0 | $48,634 | $250,000 | $0 |
| 545006 | Electricity | $3,129,855 | $3,129,855 | $2,504,523 | $0 | $625,332 | $3,188,686 | ($58,831) |
| 545013 | Security/Safety | $125,000 | $125,000 | $115,294 | $980 | $8,726 | $125,000 | $0 |
| 551000 | Pupil Transportation | $17,993,591 | $20,493,591 | $16,195,471 | $787,236 | $3,510,884 | $20,200,000 | $293,591 |
| 553001 | Postage | $45,000 | $45,000 | $38,397 | $0 | $6,603 | $45,000 | $0 |
| 553002 | Telephone | $175,000 | $182,000 | $209,181 | $218 | ($27,399) | $208,000 | ($26,000) |
| 553005 | Wide-area Network (SBC) | $93,600 | $93,600 | $64,382 | $17,432 | $11,786 | $93,600 | $0 |
| 556055 | Tuition - Outside | $12,100,000 | $16,532,667 | $14,444,434 | $649,735 | $1,438,498 | $16,981,555 | ($448,888) |
| 556056 | Purchased Service - Outside | $3,000,000 | $3,750,000 | $2,981,050 | $296,231 | $472,719 | $4,047,781 | ($297,781) |
| 557000 | Tuition Reimbursement | $6,000 | $6,000 | $39,627 | $3,289 | ($36,916) | $44,000 | ($38,000) |
| 558000 | Travel Expenses | $5,000 | $6,153 | $4,600 | $0 | $1,553 | $4,600 | $1,553 |
| 559001 | Advertising | $32,500 | $25,000 | $24,230 | $0 | $770 | $24,230 | $770 |
| 559002 | Printing & Binding | $15,000 | $15,425 | $15,424 | $0 | $1 | $15,424 | $1 |
| 559104 | Insurance - Athletics | $26,000 | $19,851 | $19,851 | $0 | $0 | $19,851 | $0 |
| **Subtotal Purchased Services** | | **$42,198,002** | **$52,332,912** | **$43,405,178** | **$2,121,696** | **$6,806,038** | **$52,893,496** | **($560,584)** |
| **Supplies/Materials** | | | | | | | | |
| 561100 | Instructional Supplies | $1,620,000 | $1,621,484 | $1,299,776 | $11,490 | $310,218 | $1,337,199 | $284,285 |
| 561200 | Office Supplies | $75,590 | $67,808 | $61,478 | $2,157 | $4,173 | $63,635 | $4,173 |
| 561204 | Emergency/Medical Supplies | $2,000 | $0 | $0 | $0 | $0 | $0 | $0 |
| 561210 | Intake Center Supplies | $3,500 | $3,469 | $3,469 | $0 | $0 | $3,469 | $0 |
| 561211 | Recruitment Supplies | $50,000 | $50,000 | $39,131 | $818 | $10,051 | $50,000 | $0 |
| 561212 | Medicaid Supplies | $8,000 | $6,643 | $6,300 | $343 | $0 | $6,643 | $0 |
| 561501 | Diesel | $185,092 | $166,674 | $134,697 | $31,979 | ($3) | $166,677 | ($3) |
| 561503 | Gasoline | $249,360 | $249,360 | $203,293 | $1,449 | $44,619 | $235,000 | $14,360 |
| 561504 | Heating Oil | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 561505 | Natural Gas | $1,666,000 | $1,666,000 | $1,338,580 | $0 | $327,420 | $1,549,243 | $116,757 |
| 561507 | Janitorial Supplies | $275,000 | $395,000 | $369,735 | $5,974 | $19,291 | $395,000 | $0 |
| 561508 | Electrical Supplies | $50,000 | $50,000 | $44,501 | $1,819 | $3,680 | $50,000 | $0 |
| 561509 | Plumbing Supplies | $100,000 | $100,000 | $80,691 | $11,544 | $7,765 | $100,000 | $0 |
| 561510 | Building & Ground Supplies | $220,000 | $220,000 | $186,200 | $25,837 | $7,962 | $220,000 | $0 |
| 561511 | Propane | $406,094 | $353,018 | $281,144 | $0 | $71,874 | $281,144 | $71,874 |
| 567000 | Clothing Supplies | $40,000 | $40,614 | $40,512 | $0 | $102 | $40,512 | $102 |
| 567001 | Crossing Guard Uniforms | $2,000 | $2,000 | $1,990 | $0 | $10 | $2,000 | $0 |
| 569010 | Recreational Supplies | $15,000 | $11,162 | $11,162 | $0 | $0 | $11,162 | $0 |
| 569029 | Athletic Supplies | $130,000 | $137,296 | $127,509 | $1,500 | $8,287 | $137,296 | $0 |
| **Subtotal Supplies/Materials** | | **$5,097,636** | **$5,140,528** | **$4,230,169** | **$94,910** | **$815,449** | **$4,648,979** | **$491,548** |

| ACCOUNT | CLASSIFICATION | FY 24 ORIGINAL BUDGET | FY 24 ADJUSTED BUDGET | MAY EXPENDITURE | MAY ENCUMBRANCE | CURRENT BALANCE | PROJECTED EXP. | PROJECTED DIFFERENCE |
|---|---|---|---|---|---|---|---|---|
| **Property** | | | | | | | | |
| 575008 | Furniture-Misc. | $15,000 | $12,124 | $12,725 | $0 | ($601) | $12,725 | ($601) |
| 575200 | Office Equipment | $150,000 | $150,000 | $54,722 | $79,353 | $15,925 | $134,075 | $15,925 |
| 575408 | Plant Equipment | $40,000 | $40,000 | $37,057 | $2,437 | $506 | $39,494 | $506 |
| **Subtotal Property** | | **$205,000** | **$202,124** | **$104,504** | **$81,790** | **$15,830** | **$186,294** | **$15,830** |
| **Other/Miscellaneous** | | | | | | | | |
| 589021 | Mattatuck Museum | $13,000 | $13,000 | $12,660 | $0 | $340 | $12,660 | $340 |
| 589034 | Board of Ed Commissioners | $20,700 | $20,700 | $19,076 | $0 | $1,624 | $20,700 | $0 |
| 589036 | Emergency Fund | $9,350 | $9,299 | $9,299 | $0 | $0 | $9,299 | $0 |
| 589056 | Waterbury Promise | $500,000 | $500,000 | $500,000 | $0 | $0 | $500,000 | $0 |
| 589201 | Mileage | $10,000 | $10,000 | $6,562 | $0 | $3,438 | $10,000 | $0 |
| 589205 | Coaches Reimbursements | $5,000 | $5,000 | $2,568 | $0 | $2,432 | $5,000 | $0 |
| 589900 | Dues & Publications | $60,000 | $66,000 | $64,291 | $150 | $1,559 | $64,291 | $1,709 |
| 591002 | Transfer to Sinking Fund | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 591004 | Athletic Revolving Fund | $135,000 | $127,104 | $99,998 | $0 | $27,106 | $127,104 | $0 |
| **Total Other/Miscellaneous** | | **$753,050** | **$751,103** | **$714,454** | **$150** | **$36,499** | **$749,054** | **$2,049** |
| **GRAND TOTAL OPERATING BUDGET** | | **$158,375,000** | **$158,375,000** | **$132,885,673** | **$5,569,736** | **$19,919,591** | **$158,375,000** | **$0** |
| **Other Additional Funding** | | | | | | | | |
| | Alliance Non-Reform/Reform | **$41,216,739** | **$41,216,739** | **$27,476,366** | **$0** | **$13,740,373** | **$41,216,739** | **$0** |
| | GF Surplus 15-16 | $1,000,000 | $1,000,000 | $0 | $0 | $1,000,000 | $0 | $1,000,000 |
| | GF Surplus 14-15 | $1,000,000 | $1,000,000 | $0 | $0 | $1,000,000 | $0 | $1,000,000 |
| | GF Surplus 16-17 | $450,000 | $450,000 | $0 | $0 | $450,000 | $0 | $450,000 |
| | Contingency Surplus | $675,000 | $675,000 | $0 | $0 | $675,000 | $0 | $675,000 |
| | City Non Lapsing Account | $500,000 | $500,000 | $0 | $0 | $500,000 | $0 | $500,000 |
| **Total Additional Funding** | | **$44,841,739** | **$44,841,739** | **$27,476,366** | **$0** | **$17,365,373** | $0 | **$3,625,000** |
| **GRAND TOTAL ALL FUNDING** | | **$203,216,739** | **$203,216,739** | **$160,362,039** | **$5,569,736** | **$37,284,964** | **$158,375,000** | **$3,625,000** |

#14

WATERBURY PUBLIC SCHOOLS

# MEMORANDUM

**TO:** Board of Education
Board of Alderman

**FROM:** Nyree Toucet, Director of College and Career Readiness

**DATE:** July 3, 2024

**RE:** Contract Agreement with Junior Achievement Regarding Financial Literacy, Work and Career Readiness

## EXECUTIVE SUMMARY

The Department of Education requests your approval for a partnership with Junior Achievement (JA) for $0 to offer Waterbury Public School students (K-12) the opportunity to engage in lessons on financial literacy; work and career readiness; and entrepreneurship. Students will have the opportunity to participate in various programs offered by Junior Achievement. The JA program cater in the core content areas of work readiness, entrepreneurship and financial literacy.

Research provided by JA showed that their alumni have been more likely to have a college degree, feel confident managing money, have career success, and have started a business as an adult. JA USA is the nation's largest organization dedicated to giving young people the knowledge and skills they need to own their economic success (JA, 2024).

The term of this contract is upon signature of both parties and will continue until June 30, 2025.

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.

**MEMORANDUM OF UNDERSTANDING**
**for**
**FINANCIAL LITERACY**
**between**
**THE CITY OF WATERBURY**
**And**
**JUNIOR ACHIEVEMENT OF SOUTHWEST NEW ENGLAND**

This Memorandum of Understanding ("MOU") is between the City of Waterbury, Waterbury Public Schools (the "City" or "WPS") and Junior Achievement of Southwest New England ("Junior Achievement" or "JA") (Jointly referred to as the "Parties" to this MOU).

1. **Purpose and Goals.** The purpose of this MOU is a joint effort to teach students at Waterbury Public Schools personal financial literacy consisting of the importance of investing, savings, banking, debt reduction, credit, insurance, retirement, and more ("Financial Literacy Program"). Through such Financial Literacy Program, Junior Achievement aims to meet the following goals:

    **1.1.** Increase students' knowledge of topics related to personal finance, work and career-readiness, and entrepreneurship;

    **1.2.** Students will make a stronger connection between what's learned in the classroom and life outside it;

    **1.3.** Students will have a better understanding of making the best personal financial decisions, as well as career choices that match their strengths and interests

2. **Roles and Responsibilities.** The above goals will be accomplished by undertaking the following activities:

    **2.1.** The Financial Literacy Program shall be held upon a schedule mutually agreed between WPS and Junior Achievement.

    **2.2.** Financial Literacy Program sessions shall not take place on days in which Waterbury Public Schools are either not in session or are not a full day.

    **2.3.** Sessions that need to be canceled due to weather or illness shall be rescheduled.

    **2.4.** All JA programs shall adhere to state and national educational standards.

    **2.5. Junior Achievement Responsibilities.**

    **2.5.1.** JA shall provide all lesson plans, a learning management system, study guides, quizzes, tests, worksheets, digital assets, games, videos, PDFs, and other engaging, interactive activities.

**2.5.2.** JA shall provide all initial training, materials, and resources to WPS teachers, administrators and other verified program facilitators in support of these programs.

**2.5.3.** Programming JA shall provide shall include, but not be limited to, the following programs:

| **School** | **Program Name** | **Duration (with suggested delivery method, where applicable)** |
|---|---|---|
| Middle School | JA Career Speaker Series® | 2-3 hours (1 day) in person, also offered throughout the school year virtually in 30-60 minute sessions |
| Middle School | JA Company Program® Pop Up | Seven 45 minute sessions + additional opportunity for student engagement during the pop-up sales period, Afterschool |
| Middle School | JA It's My Business | Six 45-minute sessions, with additional extended learning activities and optional digital assets offered throughout. |
| Middle School | JA Economics for Success® Blended | Six to ten 45 minute sessions (class/afterschool) |
| Middle School | JA Tools for Success® | Five modules, each consisting of multiple 5- to 15-minute student self-guided online activities, can be used as individual experiences, combined into a 45-minute traditional session or used as a supplement to be integrated with other JA Programs |
| High School | JA Career Success® Blended | Seven 45 minute sessions, 10-optional, class/afterschool. Program could also be run over the course of a semester |
| High School | JA Economics | 1 semester, **qualifies for college credit** |
| High School | JA Financial Literacy® (Teacher-led) | 1 semester, **qualifies for college credit and the CT graduation requirement** |
| High School | JA It's My Job (Soft Skills)® | Six 45-minute sessions, with additional extended learning activities |
| High School | JA Personal Finance 2.0 | Eight 45-minute sessions with 3 additional |

| | | |
|---|---|---|
| | | modular sessions |
| High School | JA Job Shadow | Six 45-minute sessions plus opportunities for site visits with flexible implementation options based on local needs |
| High School | JA Take Stock in Your Future® and the<br><br>JA Stock Market Challenge (video) | Five 45- minute sessions, with additional extended learning activities and optional digital assets offered throughout, including an optional online or site-based JA Stock Market Challenge competition\ |

**2.6. WPS Responsibilities.**

**2.6.1.** WPS shall provide space to accommodate up to 40 students for each session in accordance with the mutually agreed upon schedule between WPS and Junior Achievement.

**2.6.2.** At the conclusion of any JA programs, WPS shall provide JA with requested information for program verification.

3. **Duration.** This MOU shall become effective on the date executed by the Mayor and shall terminate June 30, 2025, unless earlier terminated.

**3.1. Option Periods.**

**3.1.1** The City, in its sole discretion, shall have the option to extend this MOU for up to two (2) additional one (1) year terms upon reasonable notice to Junior Achievement and upon the same terms and conditions.

**3.1.1.1** Option Period 1: July 1, 2025 through June 30, 2026.

**3.1.1.2** Option Period 2: July 1, 2026 through June 30, 2027.

4. **Funding.** This MOU is not a commitment of funds, rather an understanding of respective and collective roles for both the City and Junior Achievement. Neither Party shall be responsible to compensate the other.

5. **Criminal Background Check and DCF Registry Check.** JA represents and warrants that it and its employees who may be assigned to perform the services required for the Program as set forth in this document have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending.

JA shall comply with the requirements of C.G.S. 10-222 c (g) and 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 students are present, that will or may have direct contact with students while providing services pursuant to this MOU has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. JA 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. JA shall not permit any person with a disqualifying criminal history to have direct contact with a student. JA agrees the "direct contact" shall include JA and its employees providing services under this MOU if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where students are present.

6. **Confidentiality/FERPA.** Junior Achievement 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. Junior Achievement shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this MOU 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.

**6.1.** Any and all materials contained in City of Waterbury student files that are entrusted to Junior Achievement or gathered by Junior Achievement 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 Junior Achievement shall be used solely for the purposes of providing services under this MOU.

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

## 7. Indemnification.

**7.1.** Junior Achievement 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 Junior Achievement, 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 Junior Achievement 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.

**7.2.** In any and all claims against the City or any of its boards, agents, employees or officers by Junior Achievement or any employee of Junior Achievement, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.1., above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Junior Achievement or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**7.3.** Junior Achievement understands and agrees that any insurance required by this MOU, or otherwise provided by Junior Achievement, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this MOU.

**7.4.** Junior Achievement expressly understands and agrees that any performance bond or insurance protection required by this MOU, or otherwise provided by Junior Achievement, 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.

**7.5.** Royalties and Patents. Junior Achievement 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 Junior Achievement'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, Junior Achievement 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 Junior Achievement and as to any award made thereunder.

**7.6.** In the event this MOU and/or Junior Achievement'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, Junior Achievement 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 Junior Achievement, or its subcontractor, omission or commission.

**8. Insurance.** Junior Achievement agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. Junior Achievement shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and it's Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."

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

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

**8.3. 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**

**8.4. Excess/Umbrella Liability/E&O:**
**$1,000,000.00** each Wrongful Act
**$1,000,000.00** Aggregate

**8.5. Professional Liability Insurance:**
**$1,000.000.00** per Occurrence
**$1,000,000.00** Aggregate

**8.6. Abuse/Molestation Liability Insurance:**
**$1,000.000.00** per Occurrence
**$1,000,000.00** Aggregate

9. **Termination for Convenience of the City.** The City may terminate this MOU at any time for the convenience of the City, by a notice in writing from the City to Junior Achievement.

10. **Termination for Non-Appropriation.** Junior Achievement acknowledges that the City is a municipal corporation and that this MOU is subject to the appropriation of funds by the City sufficient for this MOU for each budget year in which this MOU is in effect. Junior Achievement therefore agrees that the City shall have the right to terminate this MOU in whole or in part without penalty in the event sufficient funds to provide for services under this MOU are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

11. **Nondiscrimination.** The parties to this MOU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability, or physical disability, including but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

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

**12.1. City of Waterbury's Ethics Code Ordinance.** Junior Achievement hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

**12.2. Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)**

**12.2.1** No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a

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

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

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

**12.3. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances).** Junior Achievement 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.

13. **Force Majeure.** Neither Junior Achievement nor the City shall be held responsible for delays or be considered to be in breach of this MOU or be subject to liquidated damages when their respective obligations under this MOU are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) 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 MOU 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 MOU.

14. **Notice.** Except as otherwise specifically prohibited in this MOU, whenever under this MOU 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 Junior Achievement, 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:

Junior Achievement:
Susan Wagemaker
Education Manager of Financial Literacy Program
Junior Achievement of Southwest New England
70 Farmington Avenue
Hartford, CT 06105

City: The City of Waterbury
Attn: Nyree Toucett
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

15. **Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** Junior Achievement agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU.

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

17. **Assignability.** Junior Achievement shall not assign any interest in this MOU, 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 Junior Achievement from the City under this MOU 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. **Governing Law and Choice of Forum.** This MOU shall be construed in accordance with the terms and conditions set forth in this MOU 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 MOU 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.

19. **Entire Agreement.** This MOU 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 MOU must be in writing and agreed to and executed by the City and Junior Achievement.

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

WITNESSES:

**CITY OF WATERBURY**

_____
Sign & Date

By: _____
Paul K. Pernerewski, Jr., Mayor

_____
Sign & Date

Date: _____

WITNESSES:

**JUNIOR ACHIEVEMENT OF SOUTHWEST NEW ENGLAND**

4/18/24
Sign & Date

By: Jeremy Race
Name:

4/18/24
Sign & Date

Date: 4/18/24

# CORPORATE RESOLUTION

I, Karmela Malone, hereby certify that I am the duly elected and acting Secretary of Junior Achievement of Southwest New England's Board of Directors, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted on the 23 day of April, 2024 by Junior Achievement's Executive Leadership.

"It is hereby resolved that Jeremy Race is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof for the City of Waterbury and/or Waterbury Public Schools".

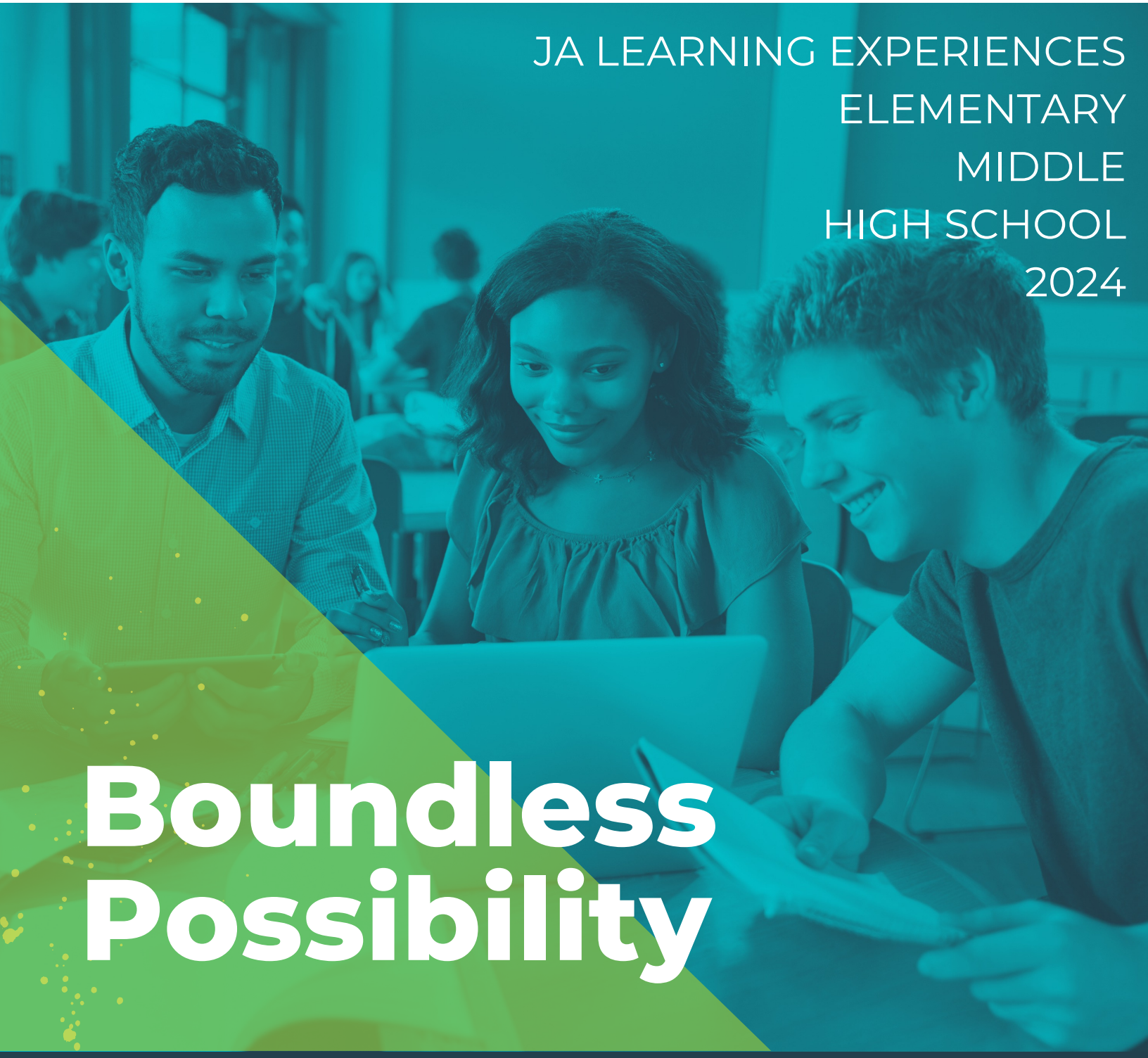
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

I hereunto agree to the resolution on behalf of Junior Achievement of Southwest New England corporation on this 23 day of April 2024.

Secretary

Karmela Malone
Secretary

Junior Achievement™
of Southwest New England



JA LEARNING EXPERIENCES
ELEMENTARY
MIDDLE
HIGH SCHOOL
2024

# Boundless Possibility

Junior Achievement's purpose is to inspire and prepare young people to succeed in a global economy.

**WE ENVISION A WORLD WHERE YOUNG PEOPLE HAVE THE SKILL SET AND MINDSET TO BUILD THRIVING COMMUNITIES.**

Junior Achievement™
of Southwest New England

**Junior Achievement® is the world's largest organization dedicated to giving students from kindergarten through high school the knowledge and skills they need to own their economic success and open up a world of possibilities.**

## Why JA?

All around us we see evidence of young adults who did not get the basic financial literacy skills or work readiness training they need to succeed.

- 36% of Americans say they have felt that their financial situation was out of their control.




- 49% of employers recognize that talent shortages have a negative impact on the health of their business.

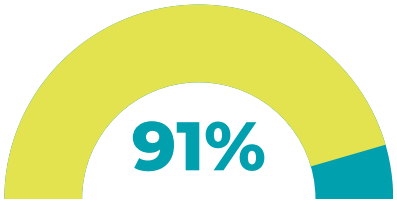



**Junior Achievement complements the hard work and dedication teachers put in to teaching their students. Our programs help young people make the connection between the classroom curriculum and life after graduation, and also helps them see the possibilities around what they can be, by giving them additional tools and the confidence to be successful.**

### JA Alumni reported that JA has positively impacted their lives.

**92%**
**Great experience overall**


**90% say JA motivated me to learn**



**JA exposed me to new ways of thinking**


**9 out of 10 say JA influenced my belief that I can achieve my goals**

# Junior Achievement

## K-12 LEARNING EXPERIENCES

$ = Financial Literacy  ⚙ = Work Readiness  💡 = Entrepreneurship

**JA Ourselves® | Grade K**
Students are introduced to personal economics and the choices consumers make to meet their needs and wants.

**JA Our Families® | Grade 1**
Students are introduced to the concepts of families, neighborhoods, money, and needs and wants.

**JA Our Community® | Grade 2**
Students learn how citizens benefit from and contribute to a community's success.

**JA Our City® | Grade 3**
Students learn about the choices people have with money and the importance of economic exchange in a city.

**JA Community Coders™ | Grade 1-3**
A single session where students learn the importance of digital skills and jobs in the community.

**JA Our Region® | Grade 4**
Students learn about starting a business and developing an understanding of entrepreneurship.

**JA Our Nation® | Grade 5**
Students learn about the U.S. free market system and how it serves as an economic engine for businesses and careers.

**JA More than Money® | Grade 3-5**
Students learn about money management, goods and services, global markets, and a practical approach to starting a business.

**JA Economics for Success® | Grade 6-8**
Invest, use credit cautiously, and protect their personal finances.

**JA Global Marketplace® | Grade 6-8**
Students are introduced to the global marketplace and the ways in which countries buy and sell from each other.

**JA BizTown®| Grade 4-6**
Students operate banks, manage restaurants, use debit cards, and vote for a mayor. They connect what they learn in school with the real world. JA BizTown combines in-class learning with a day-long visit to a simulated town.

**JA BizTown Adventures™ (Self-guided) | Grade 4-6**
Students operate banks, manage restaurants, use debit cards, and vote for a mayor. They connect what they learn in school with the real world.

Junior Achievement of Southwest New England is excited to announce the introduction of our Capstone Facilities: BizTown and Finance Park.

COMING SOON TO CONNECTICUT!



# Junior Achievement
## LEARNING EXPERIENCES

$ = Financial Literacy  ⚙ = Work Readiness  💡 = Entrepreneurship

**JA It's My Business! ®| Grade 6-8**
Students learn how to turn an idea into a business and are introduced to design-thinking as a problem-solving process.

**JA It's My Future® | Grade 6-8**
Students learn practical information to help prepare them for the working world.

**JA Career Exploration Fair® | Grade 6-12**
Students learn about a range of career options across multiple career clusters.

**JA Career Speakers Series® | Grade K-12**
A volunteer guest speaker visits the classroom and shares information about his or her career, work, and education experience.

**JA Excellence through Ethics® | Grade 6-12**
Students meet and interact with a local executive or business professional and learn about the importance of ethics in the workplace and everyday life.

**JA It's My Job® (Soft Skills) | Grade 6-12**
Students learn the value of professional communication and soft skills, making them more employable across multiple career clusters.

**JA Global Marketplace® | Grade 6-8**
Students are introduced to the global marketplace and the ways in which countries buy and sell from each other

**JA Company Program® Pop Up | Grade 6-12**
Teaches students how to plan, launch, and operate their own business venture.

**JA Economics for Success® | Grade 6-8**
Invest, use credit cautiously, and protect their personal finances.

**JA Be Entrepreneurial Rapid Business Planning ®| Grade 9-12**
Students learn about the Lean Model Canvas, the strategic management template for developing business models.

**JA Career Success®| Grade 9-12**
Students are equipped with the tools and skills required to earn and keep a job in high-growth career industries.

**JA High School Heroes™ | Grade 9-12**
This program provides leadership development opportunities to high school students who deliver JA programs in elementary schools.

**JA Job Shadow®| Grade 9-12**
Students have the opportunity to visit on site careers and learn about the pathways to success.

**JA Personal Finance® 2.0 | Grade 9-12**
Students plan their financial future by focusing on budgeting, saving and investing, using credit cautiously, and protecting personal finances.

**JA All About Cars™| Grade 9-12**
Students are introduced to the essential costs related to buying and operating a car and get tips on being a smart consumer when purchasing a vehicle.

**JA Take Stock in Your Future®| Grade 9-12**
Students discover the benefits and challenges of investing in the stock market as part of a long-term investment strategy.

**JA Tools for Success™| Grade 6-12**
Introduces students to work and career readiness skills needed for the digital economy.

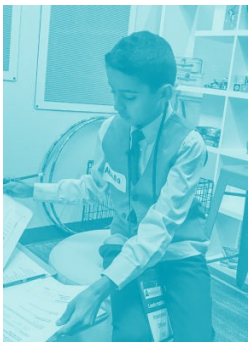
# Junior Achievement

## SUCCEED & CAPSTONE LEARNING EXPERIENCES

Designed to demonstrate mastery of compentencies in real-life situations.

$ = Financial Literacy  ⚙ = Work Readiness  💡 = Entrepreneurship





UNIQUE TO JASWNE

**JA Finance Park® Entry Level | Grade 7-12**
Students act as adults and make personal financial decisions in a realistic facility, mobile unit, or virtual community. They develop lifelong skills through in-class and simulated experiences.

**JA Finance Park® Advanced | Grade 9-12**
Gives students a more personal focus. The advanced simulation allows students to see the long-term impact of their education, savings, and credit decisions.

**JA Company Program® | Grade 9-12**
Students fill a need or solve a problem in their community by launching their own start-up business.

**JA Social Innovation Challenge |Grade 9-12**
In this national competition, high school students submit their innovative ideas for improving their community.

**JA National Student Leadership Summit™ | Grade 9-12**
Is a national event that brings JA student companies together for 3 days of high-impact experiences.

**JA Stock Market Challenge®| Grade 9-12**
Students compete against each other in teams in a simulated stock market environment.

**Career Connections to Young Women| Grades 10-12**
Inspires and prepares young women to focus on careers, professional goals and financial responsibility. Through a series of ten-sessions, students will participate in a variety of workshops, activities and lessons from one of JA's most powerful high school curriculum, JA Career Success. In addition, the lessons will be enhanced with experiential learning through industry specific panel discussions, soft skill training and career exploration. This program is aimed to provide young women with practical advice and wisdom about the world of work, from how to get hired to understanding your personal brand, and a network of support as they navigate what comes next.

**Entrepreneurial Academies| Grades 9-12**
The Entrepreneurial Academy is a unique opportunity that brings urban and suburban high school students together at a corporate site to gain skills in entrepreneurism, leadership, teamwork, ethics and career development. The focus of the 15-week, 30-hour after school program will be the development and launching of an actual business, including securing investors to liquidation, using the "JA Company Program" curriculum. The program has run successfully since its start with The Hartford in 2013. The program has now grown to three sites, The Hartford, Stanley Black & Decker, and Pratt & Whitney partnered with Goodwin University.

**JA Scholarship Opportunities | Grade 12**
JASWNE annually grants scholarships to three students who: have participated in one or more JA programs during high school and/or have served as JA volunteers; have demonstrated leadership potential through school activities; and are actively involved in their community. For the 3rd year in a row, there will be 3 scholarships available to high school seniors entering college as first-year students who have maintained at least a "B" average through high school.

# HIGH SCHOOL SEMESTER LONG COURSES

**JA Business Communications®**
Students learn the communication skills necessary to succeed in business.

**JA Economics®**
Students connect the economic principles that influence their daily lives and their futures.

**JA Entrepreneurial Mindset®**
Students are introduced to the basics of starting a business.

**JA Financial Capability 1®**
Students examine financial capabilities focusing on banking, economics, business planning, and risk management.

**JA Financial Capability 2®**
Students examine financial capabilities focusing on employee benefits, ethics, business investment, and international business operations.

**JA Financial Literacy®**
Students are equipped with foundational personal finance skills.

**JA Introduction to Business and Technology 1®**
Students learn basic business skills, including teamwork, innovation, decision making, and ethics.

**JA Introduction to Business and Technology 2®**
Students learn basic business skills, including innovation, management functions, and accounting.

**JA Marketing Principles 1®**
Students are introduced to marketing and some basic marketing techniques.

**JA Marketing Principles 2®**
Students learn about marketing in the world around them and potential careers in the field.

# STATE OF CT FINANCIAL LITERACY MANDATE

**Young people need to have a complete understanding of personal finances and how economic principals affect our daily lives and importance of banking, investments and risk management. Our free of charge JA curriculum aligns with the new State of CT S.B. 1165 mandate, which is effective with the Class of 2027. JA programs centered on Financial Literacy can be delivered through different modalities.**

**All programs align with state and national standards, including (but not limited to) Common Core, Council for Economic Education, Common Career Technical Core, National Business Education Association and Connecticut Career and Technical Education Standards.**

**JASWNE provides all educator training, materials and ongoing support, and content is delivered through a flexible and fully customizable learning management system or through a school's existing LMS. Course content can be supplemented with business and community volunteer classroom visits. Students who successfully complete these courses can earn college credit at several Connecticut colleges and universities, as well as qualify for JA scholarships.**

# ONLY IN CONNECTICUT....

**JA Steps to Success**
The JA Steps to Success series has been created by our office to better serve students in CT looking for additional instructional content focusing on the JA pillars of Entrepreneurship, Financial Literacy and Work Force Readiness. This program runs afterschool for six weeks.

**JA Career Walk**
Through this experience, students visit a variety of businesses in a series of mini–Job Shadows: banking, finance, marketing, insurance, retail, and other industries in brief sessions, back-to-back across a single day. Walking from business to business, students are provided with an opportunity to learn about different careers and receive an inside look at local businesses. Career Walks are typically 3-4 hours and include lunch and a Q&A with each participating company.

**JA Industry Exploration Days**
JA partners with several industry leaders and local businesses to provide a virtual experience for students that center around real-world explanations and experiences shared by employee volunteers as well as career opportunities in Connecticut. Programming includes a keynote speaker, and panels and presentations through which volunteers share about their own pathways to success. Additional program components may include virtual job shadows, live demonstrations and videos. The goal is for students to see themselves in roles within specific industries or careers and learn what it takes to get there.

**Louis J. Golden Student Leadership Conference**
This program is designed to fit within the parameters of a school day. Led by Leadership of Greater Hartford, students will receive an introductory crash course to leadership. Students learn strategies and concepts related to conflict resolution, team building, group decision making, personal brand and more. This is a pre-requisite to the Entrepreneurial Academy and Career Connections for Young Women.

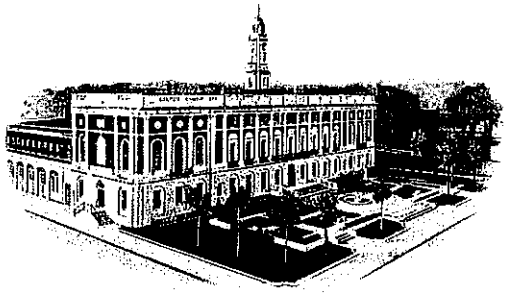
## Learn more about JA Learning Experiences at **jaswne.org**


or contact:
Nicole Diorio, Director of Education
NDiorio@jaconn.org
860.525.4510
70 Farmington Avenue
Hartford, CT 06105


*For a digital copy - scan the QR Code!*



**KEVIN McCAFFERY**
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

**THE CITY OF WATERBURY**

CONNECTICUT

To: Dr. Vira Boatright, Supervisor of College and Career Readiness

From: Kevin McCaffery, Director of Purchasing

Subject: Sole Source for Work Readiness, Entrepreneurship and Financial Literacy Lessons with Junior Achievement of Southwest New England

Date: February 1, 2024

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After review of your letter, as well as the additional information with Junior Achievement of Southwest New England, it is clear that JA's proven lessons of career readiness, entrepreneurship, and financial literacy are unique services. These programs continue to positively impact the lives of Waterbury students at no cost to the City.

Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B)(1).

WATERBURY
PUBLIC SCHOOLS

Dr. Vira Boatright
Supervisor of College
and Career Readiness
(203) 574-8000 ext. 11215
vira.boatright@waterbury.k12.ct.us

TO: Kevin McCaffery, Director of Purchasing

FROM: Dr. Vira Boatright, Supervisor of College and Career Readiness

DATE: November 7, 2023

SUBJECT: Sole Source for Junior Achievement

This letter is to request that Junior Achievement (JA) be considered sole source under section 38.026 for the proposed services we are requesting the exposure of career readiness, entrepreneurship, and financial literacy to all Waterbury Public Schools students. Junior Achievement's proven lessons in career readiness, entrepreneurship, and financial literacy are shown to positively impact the lives of young people. These lessons align with national and state educational standards. (https://jausa.ja.org/about/index)

Junior Achievement has had some previous relationships with schools throughout the district. They help students connect what they learn in school with life outside the classroom. With your permission we would like to continue this partnership, at no cost to Waterbury Public Schools, for the benefit of all students.

If you have any questions, please feel free to contact me for further clarification.

vb

Junior Achievement of Southwest New England

January 31, 2024

Waterbury Public School Administration
236 Grand St #1
Waterbury, CT 06702

To whom it may concern:

This letter is to confirm that Junior Achievement of Southwest New England is uniquely positioned to be the sole provider in the core content areas of work readiness, entrepreneurship, and financial literacy. Junior Achievement's purpose is to inspire and prepare young people to succeed in a global economy, and to realize the opportunities and realities of work and life in the 21st century. Junior Achievement is the nation's largest organization dedicated to giving young people the knowledge and skills they need to own their economic success, plan for their future, and make smart academic and economic choices.

Junior Achievement is the proprietary and copyright owner of Junior Achievement enrichment and curriculum products being provide to Waterbury School District, and the creator or authorized licensee of any of the content contained therein or on which such service is based. JA products follow national and state education standards. Although proprietary, services are customizable through the services of Junior Achievement staff. Junior Achievement services and products are offered at no cost to the Waterbury School District.

Junior Achievement works with districts to build and support dynamic learning opportunities that meet the needs of every learner. It takes the time to understand the unique challenges school leaders face, and then customize the Junior Achievement approach for each district. Additionally, school districts partnering with Junior Achievement have access to an exclusive community of volunteers across industry.

Junior Achievement's team includes former teachers, leaders, and change management experts with experience in all levels of K-12, who bring deep expertise, design-thinking, expert facilitation and the spirit of collaboration, along with an extensive toolkit of resources and technology, to deliver sustainable results.

Junior Achievement is the only k-12 youth servicing organization in Connecticut offering this unique learning experience combined with our longstanding relationship with Waterbury School District, and therefore warrants that no other comprehensive solution of products and services are available for purchase that would serve the same purpose or function.

Sincerely,

Nicole Diorio
Director of Education

# Junior Achievement (JA) Financial Literacy

## OVERVIEW

Junior Achievement's (JA's) purpose is to inspire and prepare young people to succeed in a global economy.

Junior Achievement's proven lessons in financial literacy, work and career readiness, and entrepreneurship are shown to positively impact the lives of young people. These lessons align with national and state educational standards and are delivered to millions of students across the country with the help of our education partners and volunteers from the local community.

## THE OBJECTIVE

To provide personal financial literacy and career readiness programs to K-12 grade students in the Waterbury Public Schools district free of charge.

## THE OPPORTUNITY

Junior Achievement of Southwest New England already provides regular programming through 'JA In A Day' at several Waterbury elementary schools. We propose to further develop student awareness and skills in financial literacy and career education at Waterbury's middle and high school levels. Students will have a familiarity with financial literacy upon their enrollment of their required financial literacy component in the curriculum and have exposure to a variety of careers of interest upon graduation.

Goal #1 Provide financial literacy and career readiness to all students

Goal #2: Provide, train and support teachers and supporting staff with ready-to-use, relevant and engaging student-centered curricula in a familiar looking, flexible learning management system.

Goal #3: Support schools in meeting SB 1165 requiring a half-credit financial literacy course for graduates starting with the class of 2027.

## THE SOLUTION

To create awareness regarding personal finance literacy and career readiness programs for students in the Waterbury Public Schools district. All materials are free and matched with state and national standards.

### Our Proposal

Junior Achievement proposes a partnership with the Waterbury Public Schools to engage middle school and high school students on the topics of financial literacy and career readiness education. This proposal will support the best possible pathways and initiative to expose students to personal finance and career education.

Junior Achievement programs are designed to provide students with exploratory and real-world experiences with careers and responsible personal financial management. Programs are educationally age-appropriate, culturally respectful and inclusive of all backgrounds.

JA learning resources are proprietary and are available in a variety of formats. JA learning experiences include all lesson plans, a learning management system, study guides, quizzes, tests, worksheets, digital assets, games, videos, PDFs, and other engaging, interactive activities. Additionally, all JA programs adhere to state and national educational standards. Upon request, the standards for each program can be provided.

JA will provide all initial training, materials, and resources to Waterbury teachers, administrators and other verified program facilitators in support of these programs. A JA Education Manager will serve as a single point of contact for any ongoing support and regular check-ins with program facilitators. At the conclusion of any JA programs, Waterbury Public Schools will provide JA with necessary information for program verification. Upon request, JA will recruit community volunteers with the assistance of Waterbury staff to supplement program lessons where appropriate.

## RESOURCES

Junior Achievement of Southwest New England https://swne.ja.org/

JA program/curriculum https://jausa.ja.org/programs/index

JA Programs Correlated to State Standards: Connecticut
https://jausa.ja.org/correlations/japrogramscorrelatedtostatestandards/connecticut

## TIMELINE FOR EXECUTION

Junior Achievement programs can take place during the school year, after school and over school breaks, including summer. They can be part of an existing Waterbury class or program, or, as noted, can run as a standalone course. The following is a sample table of some programs. Programs are flexible and can be modified for time, method of delivery, and topics regarding financial literacy and career readiness. We propose to pilot at least 2 programs in the 2023-24 school year in two different middle schools and 2 programs in two different high schools. The table below lists recommended programs for Waterbury middle and high schools.

| School | Program Name – with links to Learning Experience Briefs and Overviews | Duration (with suggested delivery method, where applicable) |
|---|---|---|
| Middle School | JA Career Speaker Series® | 2-3 hours (1 day) in person, also offered throughout the school year virtually in 30-60 minute sessions |
| Middle School | JA Company Program® Pop Up | Seven 45 minute sessions + additional opportunity for student engagement during the pop-up sales period, Afterschool |
| Middle School | JA It's My Business | Six 45-minute sessions, with additional extended learning activities and optional |

| | | |
|---|---|---|
| | | digital assets offered throughout. |
| Middle School | JA Economics for Success® Blended | Six to ten 45 minute sessions (class/afterschool) |
| Middle School | JA Tools for Success® | Five modules, each consisting of multiple 5- to 15-minute student self-guided online activities, can be used as individual experiences, combined into a 45-minute traditional session or used as a supplement to be integrated with other JA Programs |
| High School | JA Career Success® Blended | Seven 45 minute sessions, 10-optional, class/afterschool. Program could also be run over the course of a semester |
| High School | JA Economics | 1 semester, **qualifies for college credit** |
| High School | JA Financial Literacy® (Teacher-led) | 1 semester, **qualifies for college credit and the CT graduation requirement** |
| High School | JA It's My Job (Soft Skills)® | Six 45-minute sessions, with additional extended learning activities |
| High School | JA Personal Finance 2.0 | Eight 45-minute sessions with 3 additional modular sessions |
| High School | JA Job Shadow | Six 45-minute sessions plus opportunities for site visits with flexible implementation options based on local needs |
| High School | JA Take Stock in Your Future® and the JA Stock Market Challenge (video) | Five 45- minute sessions, with additional extended learning activities and optional digital assets offered throughout, including an optional online or site-based JA Stock Market Challenge competition |

## EXPECTED RESULTS

Student participation in JA's curriculum is proven to increase students' knowledge of topics related to personal finance, work and career-readiness, and entrepreneurship.

Waterbury students will make a stronger connection between what's learned in the classroom and life outside it.

We expect that by providing personal financial education, the Waterbury Public Schools youth will have a better understanding of making the best personal financial decisions, as well as career choices that match their strengths and interests.

## FINANCIAL BENEFITS

- There is no cost to Waterbury Public Schools for JA Programming
- According to Junior Achievement of Southwest New England's Annual Report 2022
    - JA alumni earn 20% more than their non-JA Peers
    - 93% of JA alumni graduated high school/have a GED (compared to the general population of 88%)
    - 143% say they are more likely to start their own business
    - 88% of JA student alumni are more likely to be satisfied with their careers, compared to only 49% of the public

## TECHNICAL BENEFITS

Result #1: Improved comprehension and targeted preparation to successfully fulfill the financial literacy graduation requirement starting with the class of 2027

Result #2: Building a community of informed responsible citizens

Result #3: Building a foundation by empowering young adults to make sound financial decisions

## OTHER BENEFITS

- Students achieve higher success in careers and their personal financial responsibilities
- New school to community partnerships are fostered, with existing partnerships strengthened
- Students develop a stronger relationship with their families as they become more financially aware

## CONCLUSION

It is our goal to provide resources for Waterbury Public Schools to teach financial and career readiness education to students enrolled in Waterbury Public Schools, free of charge. It is our hope that we can create a continued partnership with Waterbury Public Schools by continuing Junior Achievement financial and career readiness programs beyond the elementary schools and into the middle and high schools. Thank you for your consideration.

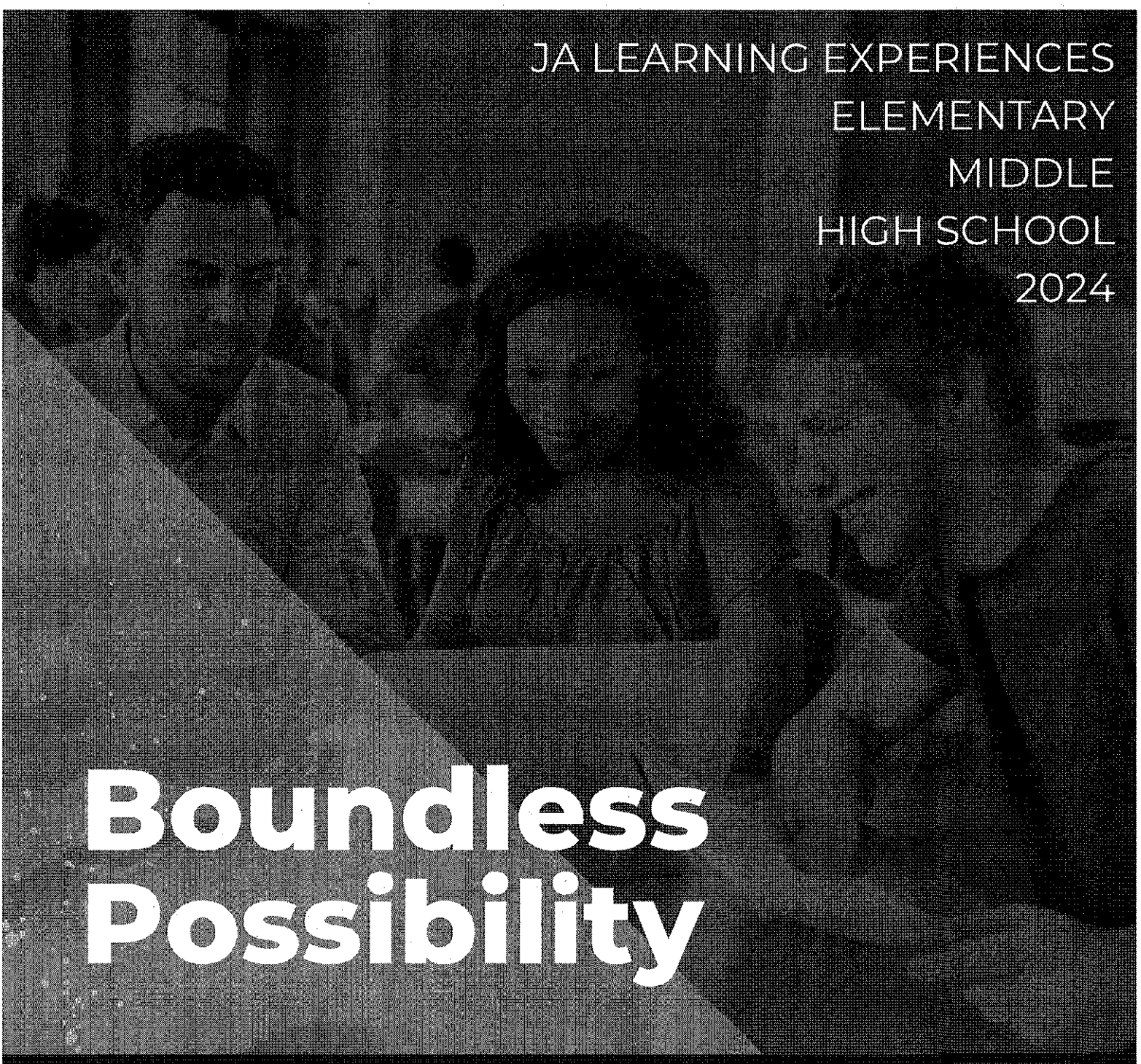
Susan Wagemaker, Education Manager – Financial Literacy Programs

Phone: 860-975-6493 Email: swagemaker@jaconn.org

Junior Achievement of Southwest New England, 70 Farmington Avenue, Hartford, CT 06105

Junior Achievement℠ of Southwest New England

Junior Achievement™
of Southwest New England



JA LEARNING EXPERIENCES
ELEMENTARY
MIDDLE
HIGH SCHOOL
2024

# Boundless Possibility

Junior Achievement's purpose is to inspire and prepare young people to succeed in a global economy.

**WE ENVISION A WORLD WHERE YOUNG PEOPLE HAVE THE SKILL SET AND MINDSET TO BUILD THRIVING COMMUNITIES.**

Junior Achievement™ of Southwest New England

**Junior Achievement® is the world's largest organization dedicated to giving students from kindergarten through high school the knowledge and skills they need to own their economic success and open up a world of possibilities.**

## Why JA?

All around us we see evidence of young adults who did not get the basic financial literacy skills or work readiness training they need to succeed.

- 36% of Americans say they have felt that their financial situation was out of their control.

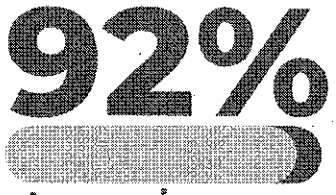



- 49% of employers recognize that talent shortages have a negative impact on the health of their business.

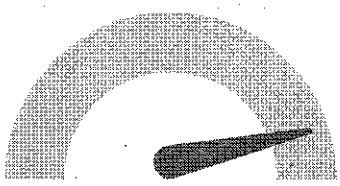



**Junior Achievement complements the hard work and dedication teachers put in to teaching their students. Our programs help young people make the connection between the classroom curriculum and life after graduation, and also helps them see the possibilities around what they can be, by giving them additional tools and the confidence to be successful.**

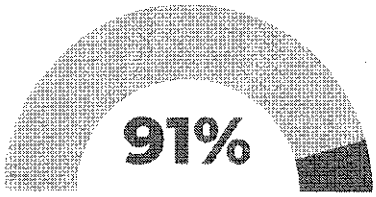
**JA Alumni reported that JA has positively impacted their lives.**




Great experience overall



90% say JA motivated me to learn




JA exposed me to new ways of thinking



9 out of 10 say JA influenced my belief that I can achieve my goals

# Junior Achievement

## K-12 LEARNING EXPERIENCES

$ = Financial Literacy  ⚙ = Work Readiness  💡 = Entrepreneurship

**JA Ourselves® | Grade K**
Students are introduced to personal economics and the choices consumers make to meet their needs and wants.

**JA Our Families® | Grade 1**
Students are introduced to the concepts of families, neighborhoods, money, and needs and wants.

**JA Our Community® | Grade 2**
Students learn how citizens benefit from and contribute to a community's success.

**JA Our City® | Grade 3**
Students learn about the choices people have with money and the importance of economic exchange in a city.

**JA Community Coders™ | Grade 1-3**
A single session where students learn the importance of digital skills and jobs in the community.

**JA Our Region® | Grade 4**
Students learn about starting a business and developing an understanding of entrepreneurship.

**JA Our Nation® | Grade 5**
Students learn about the U.S. free market system and how it serves as an economic engine for businesses and careers.

**JA More than Money® | Grade 3-5**
Students learn about money management, goods and services, global markets, and a practical approach to starting a business.

**JA Economics for Success® | Grade 6-8**
Invest, use credit cautiously, and protect their personal finances.

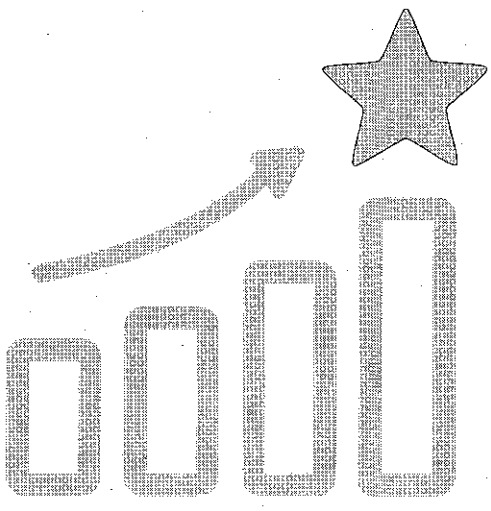
**JA Global Marketplace® | Grade 6-8**
Students are introduced to the global marketplace and the ways in which countries buy and sell from each other.

**JA BizTown®| Grade 4-6**
Students operate banks, manage restaurants, use debit cards, and vote for a mayor. They connect what they learn in school with the real world. JA BizTown combines in-class learning with a day-long visit to a simulated town.

**JA BizTown Adventures™ (Self-guided) | Grade 4-6**
Students operate banks, manage restaurants, use debit cards, and vote for a mayor. They connect what they learn in school with the real world.

Junior Achievement of Southwest New England is excited to announce the introduction of our Capstone Facilities: BizTown and Finance Park.

COMING SOON TO CONNECTICUT!



# Junior Achievement

## LEARNING EXPERIENCES

$ = Financial Literacy  ⚙ = Work Readiness  💡 = Entrepreneurship

⚙ $ 💡 **JA It's My Business! ®| Grade 6-8**
Students learn how to turn an idea into a business and are introduced to design-thinking as a problem-solving process.

⚙ $ 💡 **JA It's My Future® | Grade 6-8**
Students learn practical information to help prepare them for the working world.

⚙ $ 💡 **JA Career Exploration Fair® | Grade 6-12**
Students learn about a range of career options across multiple career clusters.

⚙ $ 💡 **JA Career Speakers Series® | Grade K-12**
A volunteer guest speaker visits the classroom and shares information about his or her career, work, and education experience.

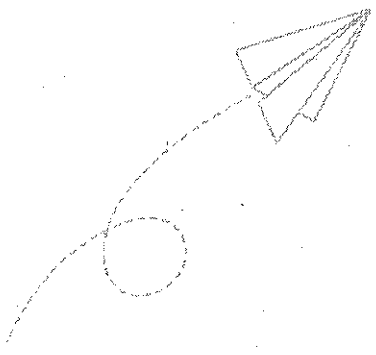
⚙ $ 💡 **JA Excellence through Ethics® | Grade 6-12**
Students meet and interact with a local executive or business professional and learn about the importance of ethics in the workplace and everyday life.

⚙ $ 💡 **JA It's My Job® (Soft Skills) | Grade 6-12**
Students learn the value of professional communication and soft skills, making them more employable across multiple career clusters.

⚙ $ 💡 **JA Global Marketplace® | Grade 6-8**
Students are introduced to the global marketplace and the ways in which countries buy and sell from each other

⚙ $ 💡 **JA Company Program® Pop Up | Grade 6-12**
Teaches students how to plan, launch, and operate their own business venture.

⚙ $ **JA Economics for Success® | Grade 6-8**
Invest, use credit cautiously, and protect their personal finances.



💡 **JA Be Entrepreneurial Rapid Business Planning ®| Grade 9-12**
Students learn about the Lean Model Canvas, the strategic management template for developing business models.

⚙ **JA Career Success®| Grade 9-12**
Students are equipped with the tools and skills required to earn and keep a job in high-growth career industries.

⚙ **JA High School Heroes™ | Grade 9-12**
This program provides leadership development opportunities to high school students who deliver JA programs in elementary schools.

⚙ **JA Job Shadow®| Grade 9-12**
Students have the opportunity to visit on site careers and learn about the pathways to success.

$ **JA Personal Finance® 2.0 | Grade 9-12**
Students plan their financial future by focusing on budgeting, saving and investing, using credit cautiously, and protecting personal finances.

$ **JA All About Cars™| Grade 9-12**
Students are introduced to the essential costs related to buying and operating a car and get tips on being a smart consumer when purchasing a vehicle.

$ **JA Take Stock in Your Future®| Grade 9-12**
Students discover the benefits and challenges of investing in the stock market as part of a long-term investment strategy.

⚙ **JA Tools for Success™| Grade 6-12**
Introduces students to work and career readiness skills needed for the digital economy.

# Junior Achievement

## SUCCEED & CAPSTONE LEARNING EXPERIENCES

Designed to demonstrate mastery of compentencies in real-life situations.

$ = Financial Literacy  = Work Readiness  = Entrepreneurship

**JA Finance Park® Entry Level | Grade 7-12**
Students act as adults and make personal financial decisions in a realistic facility, mobile unit, or virtual community. They develop lifelong skills through in-class and simulated experiences.

**JA Finance Park® Advanced | Grade 9-12**
Gives students a more personal focus. The advanced simulation allows students to see the long-term impact of their education, savings, and credit decisions.





UNIQUE TO JASWNE

**JA Company Program® | Grade 9-12**
Students fill a need or solve a problem in their community by launching their own start-up business.

**JA Social Innovation Challenge |Grade 9-12**
In this national competition, high school students submit their innovative ideas for improving their community.

**JA National Student Leadership Summit™ | Grade 9-12**
Is a national event that brings JA student companies together for 3 days of high-impact experiences.

**JA Stock Market Challenge®| Grade 9-12**
Students compete against each other in teams in a simulated stock market environment.

**Career Connections to Young Women| Grades 10-12**
Inspires and prepares young women to focus on careers, professional goals and financial responsibility. Through a series of ten-sessions, students will participate in a variety of workshops, activities and lessons from one of JA's most powerful high school curriculum, JA Career Success. In addition, the lessons will be enhanced with experiential learning through industry specific panel discussions, soft skill training and career exploration. This program is aimed to provide young women with practical advice and wisdom about the world of work, from how to get hired to understanding your personal brand, and a network of support as they navigate what comes next.

**Entrepreneurial Academies| Grades 9-12**
The Entrepreneurial Academy is a unique opportunity that brings urban and suburban high school students together at a corporate site to gain skills in entrepreneurism, leadership, teamwork, ethics and career development. The focus of the 15-week, 30-hour after school program will be the development and launching of an actual business, including securing investors to liquidation, using the "JA Company Program" curriculum. The program has run successfully since its start with The Hartford in 2013. The program has now grown to three sites, The Hartford, Stanley Black & Decker, and Pratt & Whitney partnered with Goodwin University.

**JA Scholarship Opportunities | Grade 12**
JASWNE annually grants scholarships to three students who: have participated in one or more JA programs during high school and/or have served as JA volunteers; have demonstrated leadership potential through school activities; and are actively involved in their community. For the 3rd year in a row, there will be 3 scholarships available to high school seniors entering college as first-year students who have maintained at least a "B" average through high school.

# HIGH SCHOOL SEMESTER LONG COURSES

**JA Business Communications®**
Students learn the communication skills necessary to succeed in business.

**JA Economics®**
Students connect the economic principles that influence their daily lives and their futures.

**JA Entrepreneurial Mindset®**
Students are introduced to the basics of starting a business.

**JA Financial Capability 1®**
Students examine financial capabilities focusing on banking, economics, business planning, and risk management.

**JA Financial Capability 2®**
Students examine financial capabilities focusing on employee benefits, ethics, business investment, and international business operations.

**JA Financial Literacy®**
Students are equipped with foundational personal finance skills.

**JA Introduction to Business and Technology 1®**
Students learn basic business skills, including teamwork, innovation, decision making, and ethics.

**JA Introduction to Business and Technology 2®**
Students learn basic business skills, including innovation, management functions, and accounting.

**JA Marketing Principles 1®**
Students are introduced to marketing and some basic marketing techniques.

**JA Marketing Principles 2®**
Students learn about marketing in the world around them and potential careers in the field.

# STATE OF CT FINANCIAL LITERACY MANDATE

**Young people need to have a complete understanding of personal finances and how economic principals affect our daily lives and importance of banking, investments and risk management. Our free of charge JA curriculum aligns with the new State of CT S.B. 1165 mandate, which is effective with the Class of 2027. JA programs centered on Financial Literacy can be delivered through different modalities.**

**All programs align with state and national standards, including (but not limited to) Common Core, Council for Economic Education, Common Career Technical Core, National Business Education Association and Connecticut Career and Technical Education Standards.**

**JASWNE provides all educator training, materials and ongoing support, and content is delivered through a flexible and fully customizable learning management system or through a school's existing LMS. Course content can be supplemented with business and community volunteer classroom visits. Students who successfully complete these courses can earn college credit at several Connecticut colleges and universities, as well as qualify for JA scholarships.**



# ONLY IN CONNECTICUT...

**JA Steps to Success**
The JA Steps to Success series has been created by our office to better serve students in CT looking for additional instructional content focusing on the JA pillars of Entrepreneurship, Financial Literacy and Work Force Readiness. This program runs afterschool for six weeks.

**JA Career Walk**
Through this experience, students visit a variety of businesses in a series of mini–Job Shadows: banking, finance, marketing, insurance, retail, and other industries in brief sessions, back-to-back across a single day. Walking from business to business, students are provided with an opportunity to learn about different careers and receive an inside look at local businesses. Career Walks are typically 3-4 hours and include lunch and a Q&A with each participating company.

**JA Industry Exploration Days**
JA partners with several industry leaders and local businesses to provide a virtual experience for students that center around real-world explanations and experiences shared by employee volunteers as well as career opportunities in Connecticut. Programming includes a keynote speaker, and panels and presentations through which volunteers share about their own pathways to success. Additional program components may include virtual job shadows, live demonstrations and videos. The goal is for students to see themselves in roles within specific industries or careers and learn what it takes to get there.

**Louis J. Golden Student Leadership Conference**
This program is designed to fit within the parameters of a school day. Led by Leadership of Greater Hartford, students will receive an introductory crash course to leadership. Students learn strategies and concepts related to conflict resolution, team building, group decision making, personal brand and more. This is a pre-requisite to the Entrepreneurial Academy and Career Connections for Young Women.

Learn more about JA Learning Experiences at **jaswne.org**

or contact:
Nicole Diorio, Director of Education
NDiorio@jaconn.org
860.525.4510
70 Farmington Avenue
Hartford, CT 06105

Junior Achievement™ of Southwest New England

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

## I. Outstanding Purchase Orders of Contracts with the City

### A. Contracts

**No Contracts with the City** ☑

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

**B. Purchase Order(s).**

**No Purchase Order(s) with the City** ☑

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

## II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

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(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.

Junior Achievement of Southwest New England
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

4/18/24
Date

Jeremy Race, President & CEO
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☒ Hand-Delivered ☐

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

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

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

Full Legal Name and address of Recipient, Vendor, or Contractor: 70 Farmington Ave Hartford, CT 06105

Print Name and Title of Authorized Representative: Jeremy Race / President + CEO

Signature of Authorized Representative:

Date: 4/18/14

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.:_____

County of_____

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

1. I am the ***owner, partner. officer, representative, agent or*** President & CEO of Junior Achievement of (Contractor's Name), the Contractor that has submitted the attached agreement. Southwest New England

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

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

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

**CITY OF WATERBURY**
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

| Organization Name | Address | Type of Ownership |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | DOB | Stock % |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Address | DOB |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

| TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL PLACE OF BUSINESS |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

_____ _____

Witness Name of Partnership/Business

**CITY OF WATERBURY**
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____ )

) SS

County of _____ )

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

**For Corporation**

Jillian Alessandra
Witness Jillian Alessandra

Junior Achievement
Name of Corporate Signatory

70 Farmington Ave, Hartford, CT 06105
Address of Business

Affix
Corporate
Seal

By: Jeremy Race
Name of Authorized Corporate Officer

Its: President + CEO
Title

**CITY OF WATERBURY**
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut )
) SS Berlin
County of Hartford )

Jeremy Race being duly sworn,

deposes and says that he/she is President + CEO of Junior Achievement and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 26th day of April 2024.

Jillian Alessandra
(Notary Public)

My Commission Expires: April 30, 2028

JILLIAN NICOLE ALESSANDRA
*NOTARY PUBLIC*
My Commission Expires Apr. 30, 2028

**THE CITY OF WATERBURY**
***MEMORANDUM***

**From:** Delinquent Tax Office **Date 4/26//2024**

**To:** **Jerry Gay- Contract Manager**
**Department of Education**

**Subject:** Tax Clearance

---

As of this date, the records in the Tax Collector's Office indicate that the following ***is not delinquent***.

Junior Achievement of Southwest New England
70 Farmington Avenue
Hartford, CT 06105

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

Nancy J Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| PRODUCER<br>Brown & Brown Insurance Services, Inc.<br>55 Capital Boulevard, Ste 102<br>Rocky Hill CT 06067 | CONTACT NAME: Maura Dillon<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: Maura.Dillon@bbrown.com |
| INSURED<br>Junior Achievement Of Southwest New England Inc<br>70 Farmington Avenue<br>Hartford CT 06105 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Church Mutual Insurance Company — 18767<br>INSURER B : Wesco Insurance Company — 25011<br>INSURER C : Travelers Casualty and Surety Company of America — 31194<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** CL2441935349 **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 | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 0434691 25-660419 | 10/12/2023 | 10/12/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Abuse/Molestation | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ $1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY<br>[X] HIRED AUTOS ONLY<br>[ ] SCHEDULED AUTOS<br>[X] NON-OWNED AUTOS ONLY | Y | Y | 0434691 09-660417 | 10/12/2023 | 10/12/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | Y | Y | 0434691 85-660424 | 10/12/2023 | 10/12/2024 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WWC3681378 | 10/12/2023 | 10/12/2024 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Professional Liability | | | 107002276 | 10/12/2023 | 10/12/2024 | Each Occurrence<br>General Aggregate | $1,000,000<br>$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Junior Achievement - financial literacy and career readiness programs for K-12 grade students

When required by written contract or agreement, the City of Waterbury and the Waterbury Board of Education are included as Additional Insured on all policies excluding Workers Comp and Professional Liability on a primary and noncontributory basis. Waiver of subrogration applies to all policies excluding Professional Liability. 30 Day notice of cancellation applies (10 Days for nonpayment of premium.)

**CERTIFICATE HOLDER**

City of Waterbury - Risk Management
235 Grand Street, 2nd Floor
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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#15a

WATERBURY
PUBLIC SCHOOLS

# Facility Operations Report

Board of Education Workshop
July 11, 2024

# Waterbury Public Schools

## On-Going Construction Projects







WATERBURY
PUBLIC SCHOOLS

# Projects

Waterbury Arts Magnet School

- Separate Mechanical Systems from Palace Theater
- New Air Cooled Chillers, Hot Water Boilers







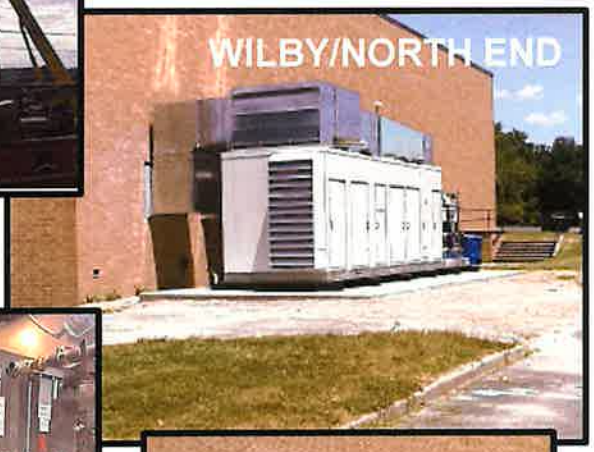
WATERBURY
PUBLIC SCHOOLS

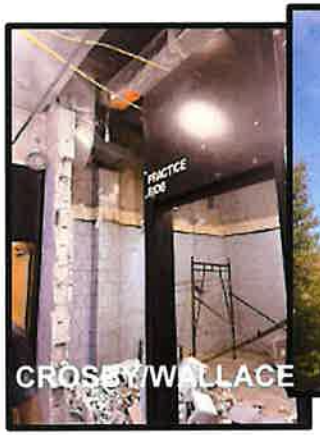
# Projects

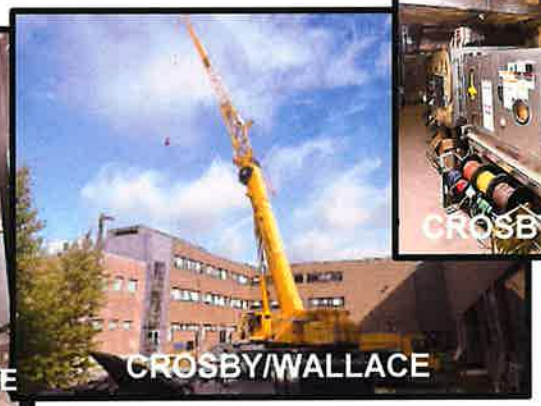
Replacement of Air Handling Units and Chillers at Crosby/Wallace Complex, Duggan, Gilmartin, Kennedy, Wilby/North End Complex

Replacement of Pool Dehumidifiers at Crosby/Wallace and Wilby/North End



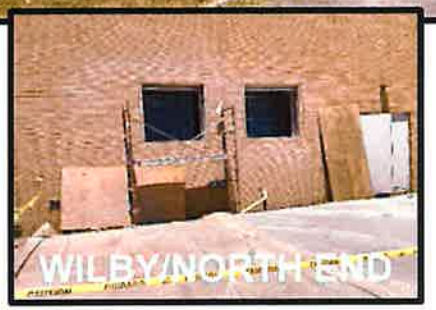









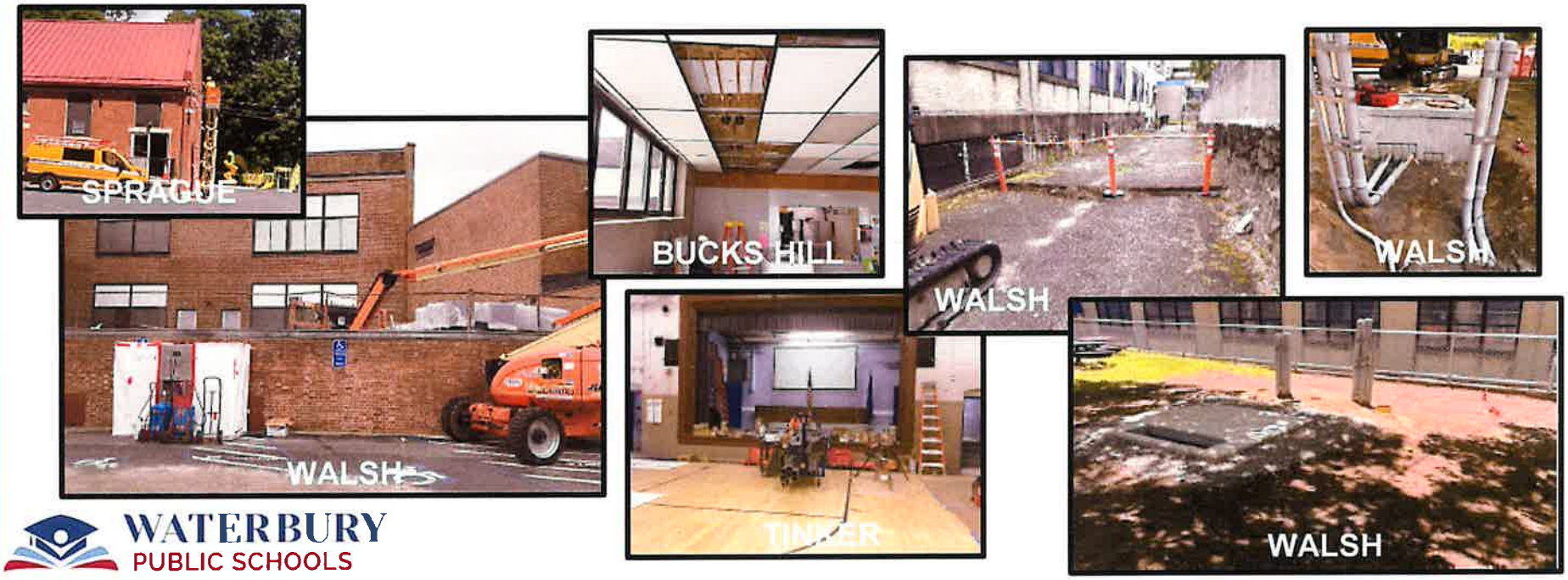

WATERBURY
PUBLIC SCHOOLS

# Projects

Gym and Café Cooling Centers:

Bucks Hill, Bunker Hill, Chase, Driggs, Generali, Hopeville, Kingsbury, Regan, Sprague, Tinker, Washington, Walsh and Wilson

Provides new transformers for increased Electrical Capacity for a separate DAS Funded project to provide cooling in all classrooms.



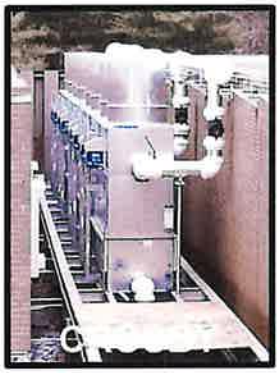

WATERBURY
PUBLIC SCHOOLS

# Projects

Chiller Replacements: Maloney, Waterbury Arts, Wilby/North End Complex




Cooling Tower at Crosby





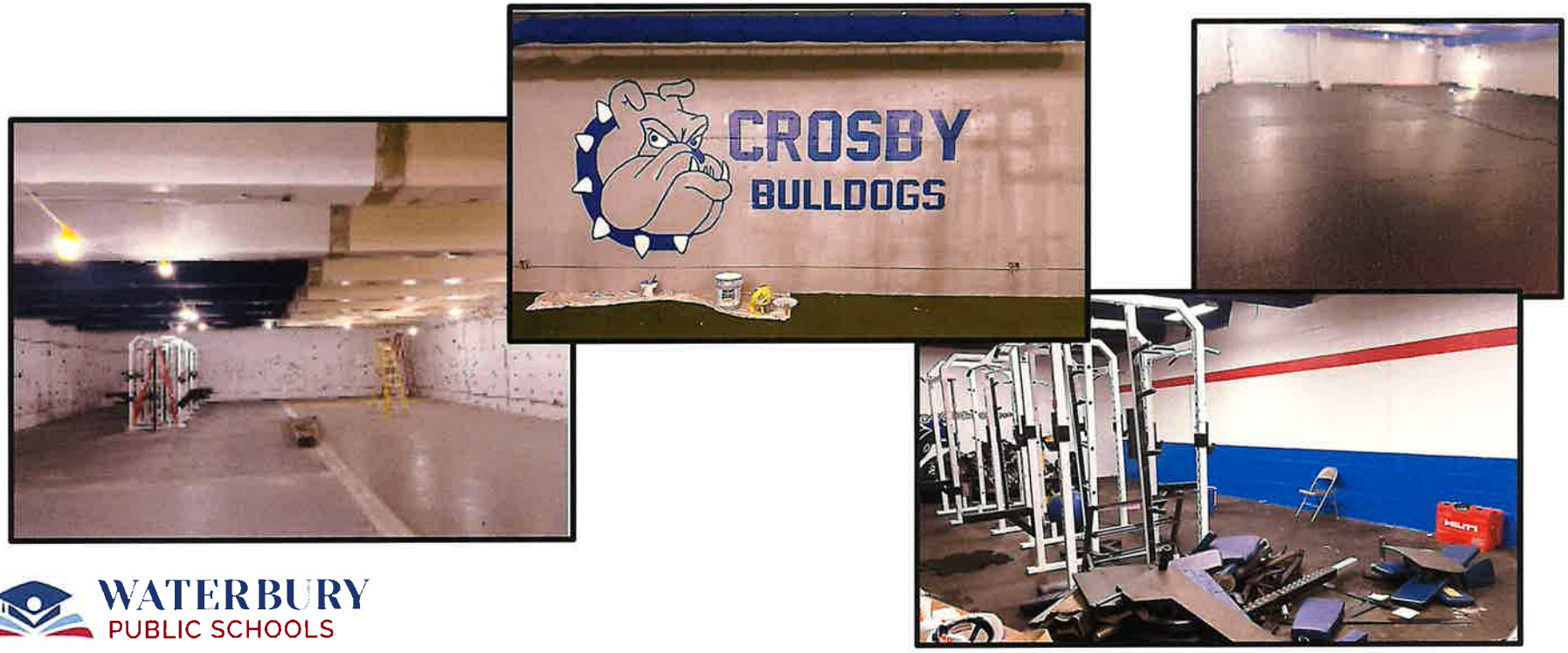

Exhaust Fans at Kennedy




WATERBURY
PUBLIC SCHOOLS

# Projects

Physical Education Space Conversion at Crosby, including: Demolition, Lead Remediation, Painting, New Fitness Equipment and Equipment Training

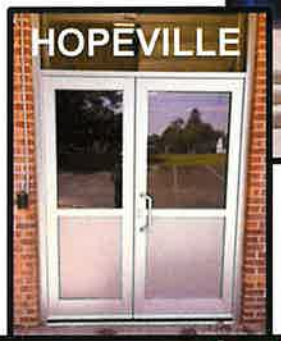



WATERBURY
PUBLIC SCHOOLS

# Projects

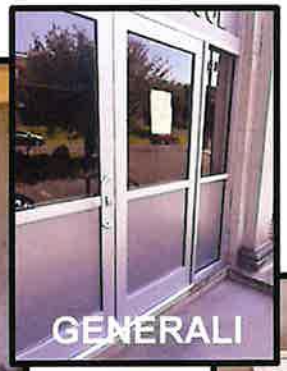
New Security Door Installation at Crosby, Kennedy, Wilby, North End, Generali, Hopeville, Tinker and Wilson



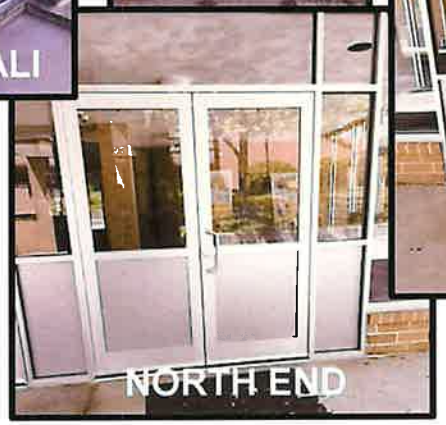






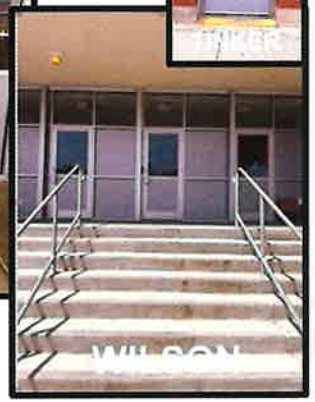










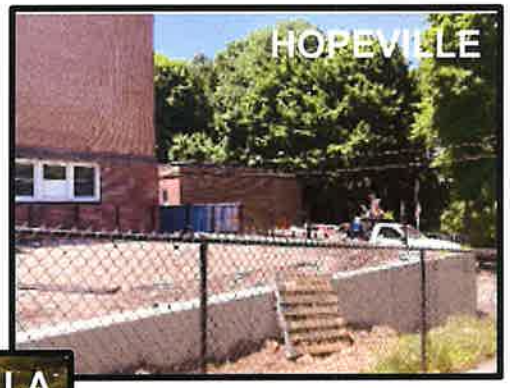




WATERBURY
PUBLIC SCHOOLS

# Projects

Removal and Replacement of Playscapes at Bunker Hill, Chase, Driggs, Hopeville, Regan, Rotella, Sprague, Tinker and Washington





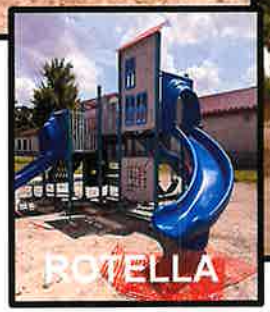














WATERBURY
PUBLIC SCHOOLS

# Projects

## Upgrade to Carrington Learning Park









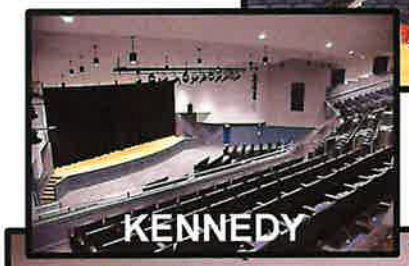


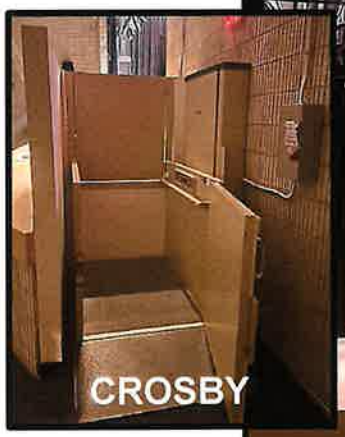

WATERBURY
PUBLIC SCHOOLS

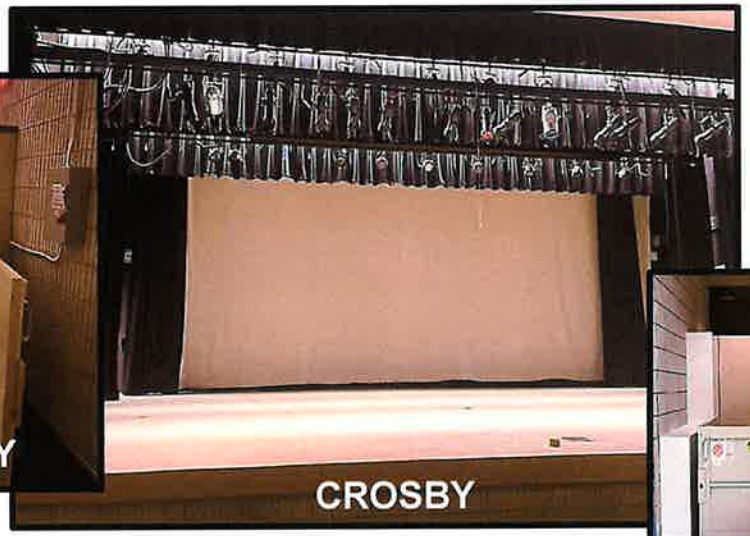
# Projects

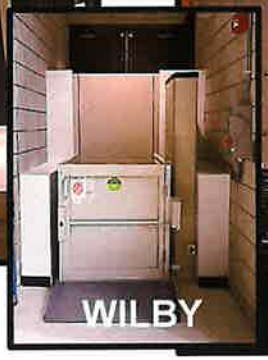
Auditorium Renovations at Crosby, Kennedy, Rotella, Waterbury Arts Magnet School, West Side, Wilby

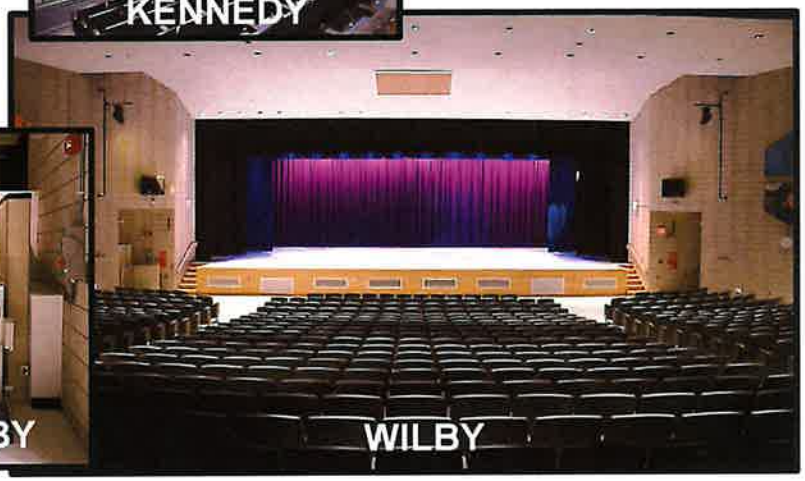



WATERBURY
PUBLIC SCHOOLS

# Projects

Boiler Replacements at RC International, Kingsbury, Rotella Magnet, Walsh and Washington













WATERBURY
PUBLIC SCHOOLS

# Projects

Roberto Clemente International Dual Language School Underground Oil Tank Removal

Gender Neutral Bathroom Conversions at all High and Middle Schools

State of CT Mandated Feminine Hygiene Product Dispensers in High and Middle Schools

Chase School Teacher's Lounge Rooftop Patio Renovation




WATERBURY
PUBLIC SCHOOLS

# Projects

## Duct Cleaning

- Carrington
- Crosby/Wallace
- Duggan
- Gilmartin
- Kennedy
- Maloney
- Reed
- Rotella
- WAMS
- West Side
- Wilby/North End

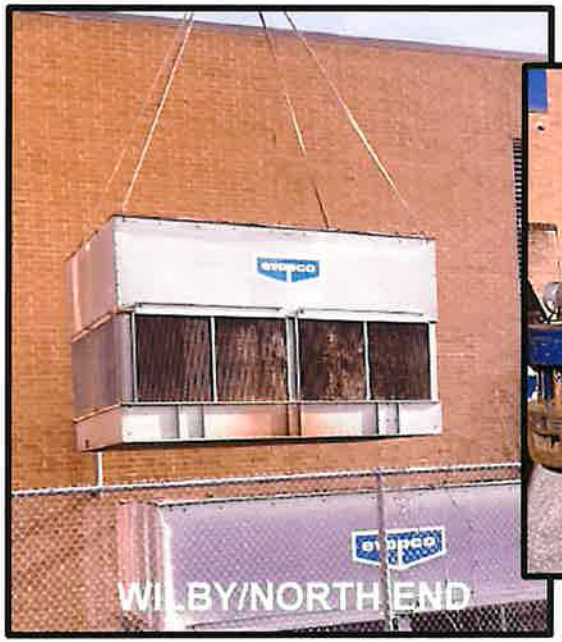
## Building Management System Upgrades

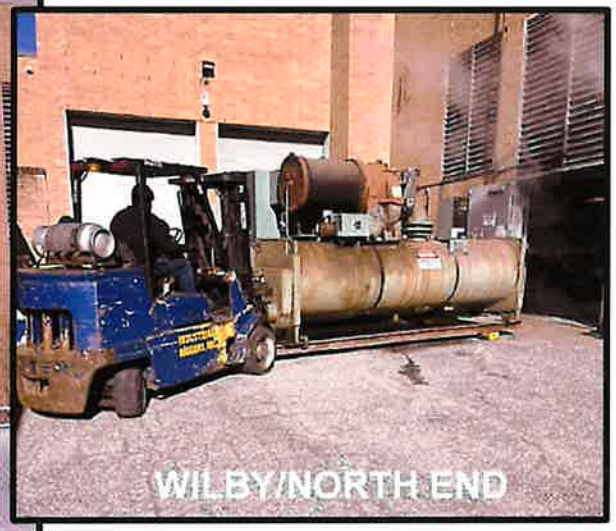
- Bucks Hill
- Bunker Hill
- Chase
- Crosby/Wallace
- Driggs
- Duggan
- Enlightenment
- Generali
- Gilmartin
- Hopeville
- Kingsbury
- Maloney
- Regan
- Rotella
- Sprague
- Walsh
- Washington
- Wilby
- Wilson
- West Side

WATERBURY
PUBLIC SCHOOLS

# Projects

HVAC Replacements at Bergin and Laural Hill Complexes







WATERBURY
PUBLIC SCHOOLS

# Projects

Renovation of Wallace Music Room including Demolition and New Ventilation Installation








Culinary Classroom Upgrades at Crosby and Wilby







WATERBURY
PUBLIC SCHOOLS

# Present and Upcoming Projects

- New Roof Installation at Kennedy, Sprague and Tinker
- Roof Replacement at Bergin Complex (Crosby and Wallace)
- Photovoltaic Rooftop Systems at Generali, Sprague, Tinker and West Side
- Photovoltaic Rooftop Systems at Crosby, Wendell Cross, Kennedy and Wallace
- Pre-K Classroom and Bathroom Conversion at Kingsbury
- HVAC Replacement at Kennedy

WATERBURY
PUBLIC SCHOOLS

#15b

WATERBURY
PUBLIC SCHOOLS

# SECURITY AND SCHOOL SAFETY

## 2022-2023 School Year Projects

• Successfully completed rounds 4 and 5 of the State Security Grant with the IT Department, which increased the district's camera total to approximately 2,400 exterior and interior cameras for all Board of Education properties and card access points. The end result of the combined project: 28 schools received upgraded cameras and servers, increased views that eliminated hidden pockets, more access entries, reduced camera and server issues, and all schools are now connected to the Real Time Crime Center.



• The Mutalink project is complete after detailed mapping for all school locations and technical support from the IT Department. Upon completion, all schools will have real-time panic alarm capability, increasing the response time for emergency services and coordinating camera views in the alerting school.



WATERBURY
PUBLIC SCHOOLS

# 2022-2023 School Year Projects (Continued)



- Critical Response Group (CRG) mapping of all school properties was completed by fall 2023. These maps will provide first responders with accurate mapping of school facilities, including athletic fields, on Fire and Police CAD systems to support their responses to emergencies.
- 100% completion and expansion of the district's Automated External Defibrillator (AED) upgrade.
- VAPE Detection for 7 schools- Completed by Start of School
- Round 6 School Security Project
- PA system upgrades at several schools
- School radio's upgraded, including repeaters at several schools



WATERBURY
PUBLIC SCHOOLS

# 2022-2023 School Year Projects (Continued)

- Complete lockdown system installations for all schools for immediate shutdown and alerting of school buildings.
- Tracking and submitting all drills, fires, and safety minutes to the state by June 30th.
- Revamped Police and Fire access capabilities for Police and Fire Departments.
- In conjunction with the School Inspectors Office, the replacement of 70 doors



WATERBURY
PUBLIC SCHOOLS

# Daily Functions of Safety and Security

- Monitoring all school sites via personnel at the Real Time Crime Center.
- Daily door checks for schools are documented, and any issues are reported directly to respective administrators.
- In conjunction with the Waterbury Police Department, all schools will be drilled in lockdown and communication procedures, which will be assessed and documented.
- Tracking all school drills throughout the year for submission to the State.
- Oversight (24) hours of all school buildings with Sonitrol and alerted to all alarms, including fire.
- Daily touring school buildings, identifying safety or security concerns that need immediate attention.

WATERBURY
PUBLIC SCHOOLS

# Daily Functions of Safety and Security (Continued)

- First point of contact for all school emergencies
- Response to building administrators for a series of issues or concerns.
- Respond to any issues at schools or buses.
- Assist both HR Departments with investigations.
- All CIRMA-related issues for the district, including reconciliation and submission of data to OSHA yearly.
- Track all camera and access issues for the district and subsequent repair.
- Disposal request and removal of unwanted items from schools.
- Weekly tracking of juvenile arrests.
- Continued evaluation of school properties for possible security risks.
- Work with the school inspectors' office and IT department to remedy issues.

# Daily Functions of Safety and Security (Continued)

- Project Management
- Oversight of portable radio program.
- Oversight of AED program.
- Review and adhere to the All Hazards Plan.
- Daily collaboration with Waterbury Police Department.
- In conjunction with the School Inspectors Office, safety requirements for contractors working on job sites located at schools are developed
- 24-hour updates to the Superintendent and Cabinet on police matters involving district students.
- Continued fencing project.
- Oversight of district building access, identification creation, and fingerprint operations for the Board of Education.

#16

# COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** **Thursday, July 11, 2024**
**BOARD MEETING:** **Thursday, July 18, 2024**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

| GROUP | FACILITIES AND DATES/TIMES |
|---|---|
| L. Martin | Rotella community rm.: 9/12/24 9am – 12pm and 3/13/25 9am-12pm (Parent/ Liaison meetings) |
| L. Martin | Rotella community rm.: 10/3/24 to 10/11/24 all day (Book Fair) (doors must remain locked) |
| L. Martin | Rotella community rm.: 12/5/24 to 12/13/24 all day (School Holiday Shop) (doors must remain locked) |
| M. Rocco | W. Cross café, .room, library: PTO meetings for the 2024-2025 school Year 5:00 – 8:00 pm (bi-monthly)<br>W. Cross café, front lobby & loop: 10/22/24 3:30-7:00 pm Pie pickup<br>W. Cross café, front lobby & loop: 10/25/24 5:00-8:00 pm Trunk or Treat Event<br>W. Cross café, rooms: 11/26/24 5:00-8:00 pm Turkey Bingo Family Night<br>W. Cross café, rooms: 12/14/24 7:30am-12:30pm Breakfast With Santa<br>W. Cross café, rooms: 1/17/25 5:00-8:00pm Family Game Night<br>W. Cross gym & café 2/7/25 5:00-8:00pm Valentine's Day Event<br>W. Cross gym & café: 3/14/25 5:30-8:30pm Middle School Dance<br>W. Cross gym,café, lobby: 5/23/25 3:05-8:30pm Multicultural Night |

# SCHOOL PERSONNEL USE ONLY

DATE: 10/10/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Lauren Martin

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Rotella

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms Community Room

DATES REQUESTED: 9/12/2024 + 3/13/2025

FROM: 9 (am/pm) TO: 12 am/pm

FOR THE FOLLOWING PURPOSES:

Parent Liaison meetings

Lauren Martin
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

# SCHOOL PERSONNEL USE ONLY

DATE: 6/10/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Lauren Martin

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Rosella

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms Community Room

DATES REQUESTED: 10/3/2024 - 10/11/2024

FROM: all day am/pm TO: all day am/pm

FOR THE FOLLOWING PURPOSES:

Book Fair- Doors must remained lock

Lauren Martin
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

# SCHOOL PERSONNEL USE ONLY

DATE: 6/26/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Lauren Martin

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Rotella

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms Community Room

DATES REQUESTED: December 5th - 13th 2024

FROM: all day am/pm TO: all day am/pm

FOR THE FOLLOWING PURPOSES:

School Holiday Shop. Door must be locked

APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

# SCHOOL PERSONNEL USE ONLY

DATE: June 25, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☐ Café/Rooms/Library

DATES REQUESTED: Sept. 17, 24; Oct. 8, 24; Nov.12, 24; Dec. 17, 24; Jan. 8, 25; Feb. 11, 25; March 11, 25; April 8, 25; May 13, 25.

FOR THE FOLLOWING PURPOSES:

PTO Meetings for the 2024 - 2025 School Year. 5-8PM
(Meeting will be held from 6-7, PTO Board meeting at 5:00, set up for general meeting 5:30 and clean up from 7-8)

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Maragaret Rocco
APPLICANT

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Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

# SCHOOL PERSONNEL USE ONLY

DATE: June 25, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☒ Café/Rooms/Library ☒ Front Lobby ☒ Front Loop

DATES REQUESTED: October 22, 2024 & October 25, 2024

FOR THE FOLLOWING PURPOSES:

October 22, 2024 Pie Order Pickups 3:30 - 7:00PM - Cafeteria & front Lobby
October 25, 2024 Trunk or Treat Event 5:00 - 8:00PM (Set up from 5-6 Event from 6-8PM) Front Loop and Front Lobby

Maragaret Rocco
APPLICANT

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Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

# SCHOOL PERSONNEL USE ONLY

DATE: June 25, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☐ Café/Rooms/Library ☐ Front Lobby ☐ Front Loop

DATES REQUESTED: November 26, 2024

FOR THE FOLLOWING PURPOSES:

November 26, 2024 5-8PM - Turkey Bingo Family Night
(5-6 for set up 7:30-8 clean up)

Maragaret Rocco
APPLICANT

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Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

# SCHOOL PERSONNEL USE ONLY

DATE: June 25, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☐ Café/Rooms/Library ☐ Front Lobby ☐ Front Loop

DATES REQUESTED: December 14, 2024

FOR THE FOLLOWING PURPOSES:

December 14, 2024 7:30 am - 12:30am - Breakfast with Santa
(7:30 -9 for set up / 11:15 - 12:30 clean up)

Maragaret Rocco
APPLICANT

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Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

# SCHOOL PERSONNEL USE ONLY

DATE: June 25, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☐ Café/Rooms/Library ☐ Front Lobby ☐ Front Loop

DATES REQUESTED: January 17,2024

FOR THE FOLLOWING PURPOSES:

Family Game Night 5-8PM

(5:00 -6 for set up / 6:15 - 8 clean up)

Maragaret Rocco

APPLICANT

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Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

# SCHOOL PERSONNEL USE ONLY

DATE: June 25, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool

☒ Café/Rooms/Library ☐ Front Lobby ☐ Front Loop

DATES REQUESTED: February 7, 2025

FOR THE FOLLOWING PURPOSES:

Valentine's Day Event Elementary Grades 3rd - 5th. 5-8PM
(5:00 -6 for set up / 7:30 - 8 clean up)

Maragaret Rocco
APPLICANT

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Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

# SCHOOL PERSONNEL USE ONLY

DATE: June 25, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool

☒ Café/Rooms/Library ☐ Front Lobby ☐ Front Loop

DATES REQUESTED: March 14, 2025

FOR THE FOLLOWING PURPOSES:

Middle School Dance 5:30 - 8:30 PM

(5:30 -6:15 for set up / 8-8:30 clean up)

Maragaret Rocco

APPLICANT

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Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

# SCHOOL PERSONNEL USE ONLY

DATE: June 25, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool

☒ Café/Rooms/Library ☒ Front Lobby ☐ Front Loop

DATES REQUESTED: May 23, 2025

FOR THE FOLLOWING PURPOSES:

Multi Cultural Night 3:05 - 8:30 PM event from 6- 7:30PM
(after school until 6 for set up / 7:30 - 8:30 clean up

Maragaret Rocco
APPLICANT

---

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

#17

# COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** **Thursday, July 11, 2024**
**BOARD MEETING:** **Thursday, July, 18, 2024**

**TO THE BOARD OF EDUCATION**
**WATERBURY, CONNECTICUT**

**LADIES AND GENTLEMEN:**

**With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.**

| GROUP | FACILITIES AND DATES/TIMES |
|---|---|
| Yeshiva K'Tana of Wtby.<br>Rabbi Karr | West Side pool & gym: 6/25/24 - 8/15/24 2:30 – 3:30 pm<br>(summer swim program) |

**REQUESTING WAIVERS:**

| | |
|---|---|
| T. Wrenn | Crosby field: Sunday, August 4th 11am – 6pm<br>High school alumni soccer tournament fundraiser for each public high school<br>($1,008.) |

**GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:**

| | |
|---|---|
| Gilmartin Community Club:<br>R. Barry | Gilmartin café Tues., July 16th 7 – 9 pm monthly meeting |
| Greater Waterbury YMCA:<br>J. O'Rourke | Chase gym, café, foyer: school year 3:00-6:00 pm<br>Gilmartin gym, café, foyer: school year 3:00-6:00 pm<br>Tinker gym, café, foyer: school year 2:30-6:00 pm<br>State St. gym, café, foyer: school year 2:30-6:00 pm |

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Jerachmiel Karr NAME OF ORGANIZATION Yeshiva Kitan of Waterbury
ADDRESS 30 Hillside Ave Wby CT 06710 TELEPHONE # 203-528-4147
(street) (city) (state) (zip code)

SCHOOL REQUESTED West S.k DATES 6/25/24-8/15/24 ROOM(S) Pool & Gym
OPENING TIME 2:30 CLOSING TIME 3:30 PURPOSE Swim play ball
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 12 CHILDREN 120
SIGNATURE OFAPPLICANT [signature] DATE 6/18/24
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Jerachmiel Karr 30 Hillside Ave Wby CT 06710 203-528-4147
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: $73/HR plus 1HR service
RENTAL FEES:
MISCELLANEOUS FEES:

SECURITY DEPOSIT $_____ INSURANCE COVERAGE ✓ YES_____NO

PLEASE READ THE FOLLOWING CAREFULLY

June 25 - Aug 15
Monday
Tuesday
Thursday
2:30 - 3:30 pm

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Tyler Fernandes Wrenn NAME OF ORGANIZATION Wren Community Events LLC

ADDRESS 109 Ridgeway Avenue, Waterbury CT 06708 TELEPHONE # 203-695-3077
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby High School DATES 8/4/2024 ROOM(S) Turf Field

OPENING TIME 11 AM CLOSING TIME 6 PM PURPOSE Alumni Soccer Game Tournament Fundraiser for the Boys Soccer Teams of each public school

ADMISSION (if any) Free (Donations Welcome for entrance) CHARGE TO BE DEVOTED TO All proceeds split evenly and donated to the 4 high school boys soccer teams

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 350 CHILDREN 50

SIGNATURE OFAPPLICANT [signature] DATE 7/5/2024

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TW (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST. 31 ($1,008.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO
OK

PLEASE READ THE FOLLOWING CAREFULLY

Sunday, Aug 4th 11 AM - 6pm

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

# USE OF SCHOOL FACILITIES
# WAIVER REQUEST
(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: Wren Community Events LLC

Please check below specific item(s):

Building Usage Fees [X] Custodial Fees [X]

SCHOOL/ROOMS REQUESTED: Crosby High School Turf Field

DATE(S): 8/4/2024 TIMES: 11 AM - 6 PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

7/5/2024
Date

Signature

## OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 1,008.00 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

4pool

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# Gilmartin

APPLICANT Ruth Barry NAME OF ORGANIZATION Community Club

ADDRESS 109 Long Meadow Drive (street) 06706 (city) (state) (zip code) TELEPHONE # 755-1652

SCHOOL REQUESTED Gilmartin DATES 7-16-24 ROOM(S) Cafe

OPENING TIME 7pm CLOSING TIME 9pm PURPOSE Meeting

ADMISSION (if any) — CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15-20 CHILDREN —

SIGNATURE OF APPLICANT Ruth Barry DATE 6-20-24

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. RB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Tuesday 4th July 16

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)

F 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 EPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

ALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

TCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE EPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

EASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS LL BE RIGIDLY ENFORCED.

PROVAL DATE

SCHOOL BUSINESS OFFICE

ECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE HOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Sent copy W C&P

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Jim O'Rourke

NAME OF ORGANIZATION Greater Waterbury YMCA

ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE# (203)754-9622
(street) (city) (state) (zip code)

SCHOOL REQUESTED Chase DATES Start to end of school(ongoing; ROOM(S) Cafeteria, Gymnasium, Foyer

**OPENING TIME** 3:00PM **CLOSING TIME** 6:00pm **PURPOSE** To provide state licensed aftercare

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 70

SIGNATURE OFAPPLICANT_____ DATE 5/9/24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

**Kristen Jones 136 West Main Street Waterbury, CT 06702 203-754-9622 Ext 125**

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings._____ (,PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE. YES X NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BERECEIVED AT LEAST THREE (3)WEEKS PRIOR TOTHE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IFAPPLICABLE)

FSCHOOL ISCANCELLED FOR SNOW ORANY OTHER REASON -ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BENOACTIVITIES DURING SCHOOL OPEN HOUSE.

C_ANCELLATIONS MUST BEMADE AT LEAST 48HOURS INADVANCE ORYOUWILL BECHARGED.

POLICE AND FIRE PROTECTION MUST BEARRANGED AND/OR CANCELLED BYTHE RENTER. PLEoASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TOYOUR ACTIVITY FORANY ARRANGEMENTS RE: PASYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BEANEXTRA CHARGE).

KITCHEN FACILITIES CANNOT BEUSED BYGROUPS WITHOUT SUPERVISION -PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FORA FOODSERVICE PERSON (FOR WHICH THERE WILL BEANEXTRA CHARGE)

PLEASE SEE REVERSE FORADDITIONAL RULES AND REGULATIONS.

ITISAGREED THAT REGULATIONS ADOPTED BYTHE BOARD OFEDUCATION FOR USE OFSCHOOL BUILDINGS WILL BERIGIDLY 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

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Jim O'Rourke

NAME OF ORGANIZATION Greater Waterbury YMCA

ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE# (203)754-9622
(street) (city) (state) (zip code)

SCHOOL REQUESTED Gilmartin DATES Start to end of school(ongoing; ROOM(S) Cafeteria, Gynasium, Foyer

**OPENING TIME** 3:00PM **CLOSING TIME** 6:00pm **PURPOSE** To provide state licensed aftercare

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 70

SIGNATURE OF APPLICANT _____ DATE 5/9/24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

**Kristen Jones 136 West Main Street Waterbury, CT 06702 203-754-9622 Ext 125**

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings._____ (,PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE. YES X 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)

FSCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

C_ANCELLATIONS 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. PLEoASE 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

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Jim O'Rourke

NAME OF ORGANIZATION Greater Waterbury YMCA

ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE# (203)754-9622
(street) (city) (state) (zip code)

SCHOOL REQUESTED Tinker DATES Start to end of school(ongoing; ROOM(S) Cafeteria, Gynasium, Foyer

**OPENING TIME** 2:30PM **CLOSING TIME** 6:00pm **PURPOSE** To provide state licensed aftercare

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-5 CHILDREN 40

SIGNATURE OFAPPLICANT _____ DATE 5/9/24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

**Kristen Jones 136 West Main Street Waterbury, CT 06702 203-754-9622 Ext 125**

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings._____ (,PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE. YES X NO

PLEASE READ THE FOLLOWING CAREFULLY

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Jim O'Rourke

NAME OF ORGANIZATION Greater Waterbury YMCA

ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE# (203)754-9622
(street) (city) (state) (zip code)

SCHOOL REQUESTED State Street DATES Start to end of school(ongoing) ROOM(S) Cafeteria, Gynasium, Foyer

**OPENING TIME** 2:30PM **CLOSING TIME** 6:00pm **PURPOSE** To provide state licensed aftercare

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6-7 CHILDREN 100

SIGNATURE OFAPPLICANT _____ DATE 5/9/24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

**Kristen Jones 136 West Main Street Waterbury, CT 06702 203-754-9622 Ext 125**

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SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE. YES X NO

PLEASE READ THE FOLLOWING CAREFULLY

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian



# COMMUNICATIONS




June 19, 2024 through
July 9, 2024

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
**Connecticut**
*Department of Human Resources*
Office of the Civil Service Commission

June 20, 2024

Jenna Seeley
62 Bradley Ave.
Waterbury, CT 06708

Dear Ms. Seeley:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – W. Wilson Elementary School for the position of Administrative Associate I (Req. #20240892) at $17.54 per hour. Please contact Michael Theriault, Principal @ W. Wilson Elem School at (203) 573-6660 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 1, 2024 at 9:00 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 August 2, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

*Nicholle West*

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt of Schools
Michael Theriault, Princ @ W. Wilson Elem Schl
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
**Connecticut**
*Department of Human Resources*
Office of the Civil Service Commission

June 24, 2024

Lielyanawati Prior
28 Independence Circle
Middlebury, CT 06762

Dear Ms. Prior:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of School Secretary @ Walsh Elementary School (Req. #20240922) at $20.76 per hour. Please contact Dr. Maureen Wilson, Principal @ Walsh Elementary School at (203) 574-8164 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, July 8, 2024 at 9:00 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 July 5, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

*Nicholle West*

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Dr. Maureen Wilson, Princ @ Walsh Elem Schl
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
**Connecticut**
*Department of Human Resources*
Office of the Civil Service Commission

June 24, 2024

Nancy Soto
110 Sumac St.
Waterbury, CT 06704

Dear Ms. Soto:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Administrative Associate I @ Crosby High School (Req. #20240509) at $17.54 per hour. Please contact Michael Veronneau, Principal @ Crosby High School at (203) 574-8060 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, July 8, 2024 at 9:00 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 July 5, 2024 at your regular scheduled time.

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Please call us prior to the orientation session if you should have any questions regarding the process.

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***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

*Nicholle West*

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Michael Veronneau, Princ @ Crosby
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
**Connecticut**
*Department of Human Resources*
Office of the Civil Service Commission

June 24, 2024

LeShaun James
77 Eastern Ave., Apt. 61
Waterbury, CT 06708

Dear Mr. James:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Administrative Associate I @ Driggs Elementary School (Req. #20240552) at $17.54 per hour. Please contact Dr. Jennifer Rosser, Principal @ Driggs Elementary School at (203) 574-8160 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, July 8, 2024 at 9:00 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 July 5, 2024 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.

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***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

*Nicholle West*

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Dr. Jennifer Rosser, Princ @ Driggs
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

**The City of Waterbury**

**Connecticut**

*Department of Human Resources*

Office of the Civil Service Commission

June 25, 2024

Denise Willis
106 Hillview Ave.
Waterbury, CT 06704

Dear Ms. Willis:

This is to inform you that your request for a voluntary demotion to a Food Service Worker (Req. #20240669) in the Department of Education – Food Service has been approved. Your rate of pay in this new assignment will be $17.48 per hour.

Your official start date in this position will be August 26, 2024.

Please call Judith Booth at 203-574-8195 about your assignment and with any questions you may have in regards to this position.

I hope that you are happy in your new assignment.

Sincerely,

*Nicholle West*

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Service Director
File