Waterbury Board of Education

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

MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: July 30, 2024

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, August 1, 2024, Rotella Magnet School

The Committees of the Board of Education will meet on Thursday, August 1, 2023, 5:30 p.m., Rotella Magnet School, 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/Es0WkrA0cuI.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

1. *Committee of the Whole/10 minutes* ~ Presentation regarding rooftop solar photovoltaic systems – N. Albini, Robert Klee/Klee Sustainability Advisors.

2. *Committee of the Whole/5 minutes* ~ Request approval to file a non-priority grant application with the Commissioner of Administrative Services for the following proposed projects:
   a) Proposed Rooftop Solar Photovoltaic System at M. M. Generali Elementary School.
   b) Proposed Rooftop Solar Photovoltaic System at Sprague Elementary School.
   c) Proposed Rooftop Solar Photovoltaic System at B. W. Tinker Elementary School.
   d) Proposed Rooftop Solar Photovoltaic System at Wendell L. Cross Elementary School.
   e) Proposed Rooftop Solar Photovoltaic System at West Side Middle School.

3. *Committee of the Whole* ~ Request approval of the preparation of schematic drawings and outline specifications for the following proposed projects:
   a) Proposed Rooftop Solar Photovoltaic System at M. M. Generali Elementary School.
   b) Proposed Rooftop Solar Photovoltaic System at Sprague Elementary School.
   c) Proposed Rooftop Solar Photovoltaic System at B. W. Tinker Elementary School.
   d) Proposed Rooftop Solar Photovoltaic System at Wendell L. Cross Elementary School.
   e) Proposed Rooftop Solar Photovoltaic System at West Side Middle School.

4. *Committee of the Whole* ~ Request approval of the establishment of a Building Committee for the following proposed projects:
   a) Proposed Rooftop Solar Photovoltaic System at M. M. Generali Elementary School.
   b) Proposed Rooftop Solar Photovoltaic System at Sprague Elementary School.
   c) Proposed Rooftop Solar Photovoltaic System at B. W. Tinker Elementary School.
   d) Proposed Rooftop Solar Photovoltaic System at Wendell L. Cross Elementary School.
   e) Proposed Rooftop Solar Photovoltaic System at West Side Middle School.

5. *Committee of the Whole* ~ Request approval of the Educational Specifications for the following proposed projects:
   a) Proposed Rooftop Solar Photovoltaic System at M. M. Generali Elementary School.
   b) Proposed Rooftop Solar Photovoltaic System at Sprague Elementary School.
   c) Proposed Rooftop Solar Photovoltaic System at B. W. Tinker Elementary School.
   d) Proposed Rooftop Solar Photovoltaic System at Wendell L. Cross Elementary School.
   e) Proposed Rooftop Solar Photovoltaic System at West Side Middle School.

6. *Committee of the Whole/15 minutes* ~ Operations Department Updates – N. Albini:
   a) Food Service – L. Franzese, A. Shaban.
   b) Computer Technology – W. Zhuta.

7. *Committee of the Whole/2 minutes* ~ (Tentative) Request approval of a Memorandum of Understanding with Klingberg Family Centers, at no cost, to provide mental health services at seven schools – W. Johns.

8. *Committee on Finance/2 minutes* ~ (Tentative) Request approval of a Professional Services Agreement with The Stepping Stones Group, LLC to provide school-based nursing services to students with disabilities – W. Johns.

9. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement with Worldwide Travel Staffing, Limited for speech and language therapy services to students with disabilities – W. Johns.

9a. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement with Worldwide Travel Staffing, Limited for Special Education Nursing Services for students with disabilities – W. Johns.

10. *Committee on Finance/3 minutes* ~ (Tentative) Request approval of Amendment Four (4) to the Professional Services Agreement (RFP #6295) with Teaching Strategies, LLC for Early Childhood Pre-school Curriculum – M. Bergin.

11. *Committee on Finance/3 minutes* ~ (Tentative) Request approval of a Professional Services Agreement (RFP #8130) with Access Rehab Centers to provide High School Athletic Trainers – J. Frenis, J. Gorman.

12. *Committee on Finance/3 minutes* ~ (Tentative) Request approval of a Professional Services Agreement (RFP #) with Math Concepts, Inc. to provide math instruction support at Wilby High School – J. Gopie.

13. *Committee on Finance/2 minutes* ~ Request approval of Amendment One to the Professional Services Agreement with BloomBoard, Inc. to provide micro-credential services for school staff (Waterbury U) – J. Mendoza.

14. *Committee on Finance/2 minutes* ~ Request approval an Affiliation Agreement with The University of Connecticut (UCONN) for a Teacher Education/Residency Program – J. Mendoza.

15. *Committee on Finance:* FYI - ARP/ESSER Update.

16. *Committee on Finance/5 minutes* ~ Request approval of a Construction Contract with All State Construction, Inc. to provide emergency electrical service repairs at Regan School – N. Albini.

17. *Committee on Finance/3 minutes* ~ Request approval of Amendment One to the Construction Contract with Ferguson Mechanical Company, Inc. for certain mechanical upgrades to Waterbury Arts Magnet School and The Palace Theater – N. Albini.

18. *Committee on Finance/3 minutes* ~ Request approval of a Construction Contract with Sarracco Mechanical Services, Inc. (RFP #8117) to provide HVAC replacements at State Street School – N. Albini.

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

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

21. *Deputy Superintendent's Update* ~ Dr. Schwartz

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

a. Athletic appointments:

Name	*Position*	*Location*	*Effective*
Vega, Tatyana	Assistant Cheerleading Coach	CHS	08/21/24

b. Miscellaneous Summer appointments:

Name	*Program/Position*
Atkins, Debra	School Social Worker/ESY
Defeo, Dawn	Teacher/ESY
Ruel, Cynthia	Teacher/ESY
Baker, Bryan	Secondary Science Summer Curriculum Member
Gotlibowski, Desiree	Secondary Science Summer Curriculum Member
Quattro, Marissa	Secondary Science Summer Curriculum Member
Thomas, Laura	Secondary Science Summer Curriculum Member

c. Priority School Grant 24/25 Before & After School appointments, eff. immediately:

Employee	*Positions*	*Location*
Anglin, Seritha	Assistant (AM/PM)	Walsh
Crane, Evan	Lead Teacher	Walsh
Danzinger, Byron	Teacher	Walsh
Oley, Mary Beth	Paraprofessional	Walsh
Diodonet, Yamailys	Sub-Teacher	RC International
Garcia Lugo, Raquel	Assistant	RC International
Garica Orta, Emily	Assistant	RC International
Rodriguez Velez, Nanichi	Teacher	RC International

d. Resignations:

Name	*Assignment*	*Effective*
Brown-Spencer, Cara	Special Education/NEMS	06/30/24
Cassidy, Haley	Special Education/Rotella	06/30/24
Kumar, Usha	Grade 8 Science/WMS	06/30/24
Laemmerhirt, Jillian	Special Education/Washington	06/30/24
Lederle, Krista	Art Teacher/Reed	06/30/24
Munoz, Trevor	Grade 7 Social Studies/WMS	06/30/24
Roy, Sarah	Science/WSMS	06/30/24
Salemme, Cassandra	PE-Health Teacher/Duggan	06/30/24
Valletta, Marnie	ELA/WHS	07/09/24

ADJOURNMENT

ATTEST: Carrie A. Swain

Carrie A. Swain, Clerk
Board of Education

#1



Waterbury Public Schools
Solar Projects

August 1, 2024

Process Overview

1 Project Kickoff



Meetings with key stakeholders

Project & Process Overview

Goal: Prep for DAS Grant Applications

2 Grant Application



Submit DAS Applications

Goal: Secure a DAS Grant Approval Letter

3 Project Manual & Bidding Process



SCG-3010 Checklist

Goal: Secure DAS approval to go out for bid

4 Design & Engineering



Oversee Activities

Goal: Secure DAS Approval to Mobilize Letter

5 Construction



Project Oversight & Support

6 Project Close-Out



BOE Acceptance

DAS Completion Package

Incentive Registrations

Project Overview

Site Plan & Financial Overview[1]

Margaret M. Generali Elementary School

3196 E Main St, Waterbury, CT 06705

Project Size (kWdc)	**155.1**
Year 1 Production (kWh)	**186,899.6**



Financial Overview

Total Project Cost:	$542,850
DAS Reimbursement (CT):	$428,472 (78.93%)
IRA Direct Pay (Federal):	$114,378 (21.07%)

Footnote: [1] Disclaimer: This includes forecasts, projections and other predictive statements that represent Project Team assumptions and expectations in light of currently available information. These forecasts, etc., are based on industry trends other factors, variables and uncertainties. The actual results may differ from those projected in this table. Consequently, no guarantee is presented or implied as to the accuracy of specific forecasts, projections or predictive statements contained herein.

Project Overview

Site Plan & Financial Overview[1]

Sprague Elementary School

1443 Thomaston Ave, Waterbury, CT 06704

Project Size (kWdc)	**149.6**
Year 1 Production (kWh)	**184,277.6**



Financial Overview

Total Project Cost:	$523,600
DAS Reimbursement (CT):	$413,227 (78.93%)
IRA Direct Pay (Federal):	$110, 323 (21.07%)

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Project Overview

Site Plan & Financial Overview[1]

B.W. Tinker Elementary School

809 Highland Ave, Waterbury, CT 06708

Project Size (kWdc)	**139.2**
Year 1 Production (kWh)	**167,243.2**



Financial Overview

Total Project Cost:	$487,200
DAS Reimbursement (CT):	$384,547 (78.93%)
IRA Direct Pay (Federal):	$102,653 (21.07%)

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Project Overview

Site Plan & Financial Overview[1]

West Side Middle School

483 Chase Pkwy, Waterbury, CT 06708

Project Size (kWdc)	**289.3**
Year 1 Production (kWh)	**341,322.9**



Financial Overview

Total Project Cost:	$1,012,550
DAS Reimbursement (CT):	$799,206 (78.93%)
IRA Direct Pay (Federal):	$213,344 (21.07%)

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Project Overview

Site Plan & Financial Overview[1]

Wendell Cross School

1255 Hamilton Ave, Waterbury,CT 06706

Project Size (kWdc)	**293.1**
Year 1 Production (kWh)	**331,927**



Financial Overview

Total Project Cost:	$1,025,850
DAS Reimbursement (CT):	$809,703 (78.93%)
IRA Direct Pay (Federal):	$216,147 (21.07%)

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Ed Spec Summary

Solar Photovoltaic Installation

Project Rationale

- Generate and showcase a clean energy source of electricity produced on school buildings.
- Installation of the solar PV panels complements recently replaced school roofs.
- The cost of solar projects will be reimbursed by combination of DAS OSCG&R grants and Federal Inflation Reduction Act Direct Pay incentives for municipalities.

Next Steps



ACTION ITEMS

- Approval to apply for DAS Grant
- Approval of preparation of drawings and specifications
- Approval of BOE Building Committee
- Approval of Ed Specs

[1] Contingent on City/BOE approvals and DAS OSCG&R grant review process & timelines
[2] Contingent on Utility (Eversource) review process & timelines

Thank You

KLEE
SUSTAINABILITY
ADVISORS



BOARD OF EDUCATION

Waterbury, Connecticut

#1-4

COMMITTEE OF THE WHOLE

SAMPLE

Item #

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve to file a non-priority grant application with the Commissioner of Administrative Services for the proposed *Rooftop Solar Photovoltaic System at M. M. Generali Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

SAMPLE

Item #

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve the preparation of schematic drawings and outline specifications for the proposed *Rooftop Solar Photovoltaic System at M. M. Generali Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

SAMPLE

Item #

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve the establishment of a Building Committee for the proposed *Rooftop Solar Photovoltaic System at M. M. Generali Elementary School.* Said Committee shall consist of LaToya Ireland, Elizabeth Brown, Jacqueline Jackson, Rocco Orso, and Melissa Serrano-Adorno.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve the Educational Specifications for the proposed *Rooftop Solar Photovoltaic System at M. M. Generali Elementary School.*

#5a

EDUCATIONAL SPECIFICATIONS

ROOF-MOUNTED SOLAR PHOTOVOLTAIC ARRAY

M. M. Generali Elementary School

3196 E Main St, Waterbury, CT 06705

July 22nd, 2024

Educational Specifications
Waterbury, Connecticut
M. M. Generali Elementary School
Roof-mounted Solar Photovoltaic
Project

July 22nd, 2024

1. **PROJECT RATIONALE**

The long-range plan for M. M. Generali Elementary School ("Site") in Waterbury, CT calls for a photovoltaic solar project ("Project") installed on various sections of the roof. The installation of this Project will follow a planned roof replacement. The City of Waterbury and Waterbury Public Schools will realize the financial benefits of the Project through incentive payments. The City will fund the Project and seek applicable reimbursement through CT Department of Administrative Services ("DAS") Office of School Construction Grants & Review (OSCG&R).

2. **LONG-RANGE PLAN**

The long range plan for the City and Waterbury Public Schools is to develop solar projects on multiple school properties in order to reduce operating costs. The Project will have a minimum lifetime of twenty (20) years, but energy production can be expected for up to thirty (30) years.

3. **THE PROJECT**

Waterbury proposes the following components for this Project:

- The Project size shall be based on available roof space and Non-Residential Renewable Energy Solutions (NRES) project Category sizes.
    - Project system size of 155.1 kilowatt-direct current ("kWdc")
    - Annual production of 186,900 kilowatt-hours ("kWh")

- A structural analysis shall be performed by a professional engineer licensed in the State of Connecticut. The analysis will quantify the available structural capacity of the roof.
- The Project shall interconnect to the Site's existing electrical service entrance equipment.
- Tree removal may be required in order to maximize energy production of the Project.
- Project design shall meet industry standards, utility company requirements and applicable building codes.
- The Project will consist of the following major system components:
    - Module (i.e solar panels) manufacturers must be listed on the most recent version of the Bloomberg New Energy Finance ("BNEF") Tier 1 list.
    - Racking, the module mounting structures, shall be designed to resist wind uplift based on an analysis of the Project footprint and existing site conditions.
    - String level inverters shall be roof mounted throughout the array.
    - Rapid shutdown devices and/or direct-current optimizers shall be installed to ensure compliance with the adopted National Electric Code ("NEC").
    - A data acquisition system shall display real-time energy production data in the school lobby.
- The roof warranty shall remain in full effect following installation of the Project. All work shall be performed in accordance with the roofing manufacturer's specifications.
- The Project shall be commissioned and tested to confirm installation was in accordance to Project specifications and forecasted production values are achieved.

4. **PARTIES**

The City has engaged CSW Energy and Klee Sustainability Advisors ("Project Team") who together will provide project management, legal and administrative support. This includes overseeing the development, contracting and construction of the Project. The Project Team will assist the City securing DAS funding, issuing a public request for proposals ("RFP"), assisting in the selection of a contractor, and observing the Project design, installation and commissioning activities. The awarded contractor ("Contractor") will be responsible for the design, installation and commissioning of the Project while maintaining the existing roof warranty. In addition, an add-alternate could be included in the RFP for operation and monitoring services ("O&M"). The O&M scope shall include monitoring the Project's energy production, performing annual preventative maintenance, and conducting reactive maintenance visits as a response to energy production shortfalls. The O&M contract removes the burden of monitoring and maintaining the Project from Waterbury Public Schools and helps ensure the projected benefits are realized for the life of the project.

5. **ATTACHMENTS**

The following conceptual layout and production report are included in the Educational Specifications to supplement, clarify, and augment the above information.

Design 3 Updated to 550 Sol 50/60kw Waterbury - Margaret Generali School, 3196 E Main St, Waterbury, CT 06705

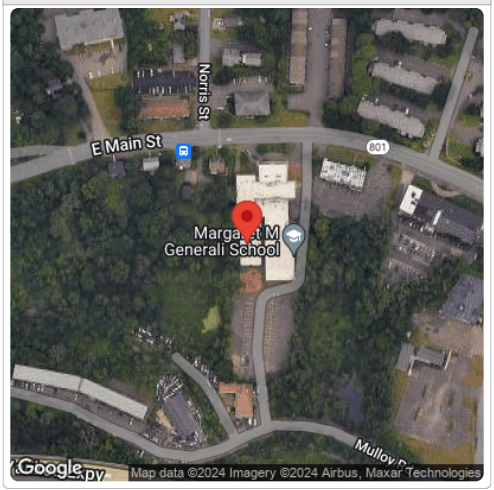
Report

Project Name	Waterbury - Margaret Generali School
Project Address	3196 E Main St, Waterbury, CT 06705
Prepared By	Sam Dziekan sam@cswenergy.com

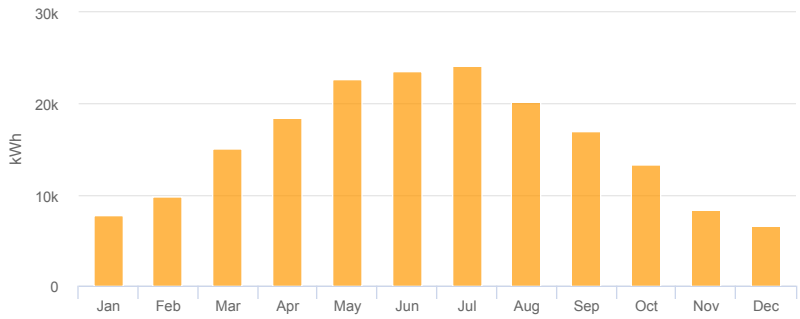
System Metrics

Design	Design 3 Updated to 550 Sol 50/60kw
Module DC Nameplate	155.1 kW
Inverter AC Nameplate	120.0 kW Load Ratio: 1.29
Annual Production	186.9 MWh
Performance Ratio	81.5%
kWh/kWp	1,205.0
Weather Dataset	TMY, BRIDGEPORT SIKORSKY MEMORIAL, NSRDB (tmy3, I)
Simulator Version	3a70a44060-74287ca69c-5bc797c673-8acc309d61

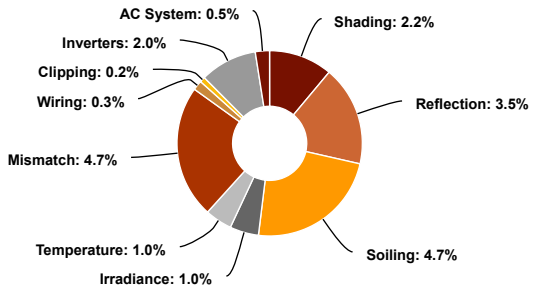
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,418.7	
	POA Irradiance	1,478.0	4.2%
	Shaded Irradiance	1,445.1	-2.2%
	Irradiance after Reflection	1,394.4	-3.5%
	Irradiance after Soiling	1,328.9	-4.7%
	Total Collector Irradiance	**1,328.8**	**0.0%**
Energy (kWh)	Nameplate	206,149.0	
	Output at Irradiance Levels	204,064.9	-1.0%
	Output at Cell Temperature Derate	202,123.3	-1.0%
	Output After Mismatch	192,695.1	-4.7%
	Optimal DC Output	192,041.1	-0.3%
	Constrained DC Output	191,678.6	-0.2%
	Inverter Output	187,838.8	-2.0%
	Energy to Grid	**186,899.6**	**-0.5%**
Temperature Metrics			
	Avg. Operating Ambient Temp	13.4 °C	
	Avg. Operating Cell Temp	19.6 °C	
Simulation Metrics			
	Operating Hours	4681	
	Solved Hours	4681	

Condition Set

Description	Condition Set 1											
Weather Dataset	TMY, BRIDGEPORT SIKORSKY MEMORIAL, NSRDB (tmy3, I)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
	East-West	-3.56	-0.075	3°C								
	Carport	-3.56	-0.075	3°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	12	15	8	3	3	3	3	3	3	3	3	10
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Module Characterizations	Module	Uploaded By	Characterization									
	72M-365W (Rev.02) (Heliene)	HelioScope	Spec Sheet Characterization, PAN									
	JAM72S30-550/MR (1000V) (JA Solar)	HelioScope	Spec Sheet Characterization, PAN									
Component Characterizations	Device	Uploaded By	Characterization									
	PVI 60TL (Solectria)	HelioScope	Spec Sheet									

Components

Component	Name	Count
Inverters	PVI 60TL (Solectria)	2 (120.0 kW)
Strings	10 AWG (Copper)	18 (1,959.1 ft)
Module	JA Solar, JAM72S30-550/MR (1000V) (550W)	282 (155.1 kW)

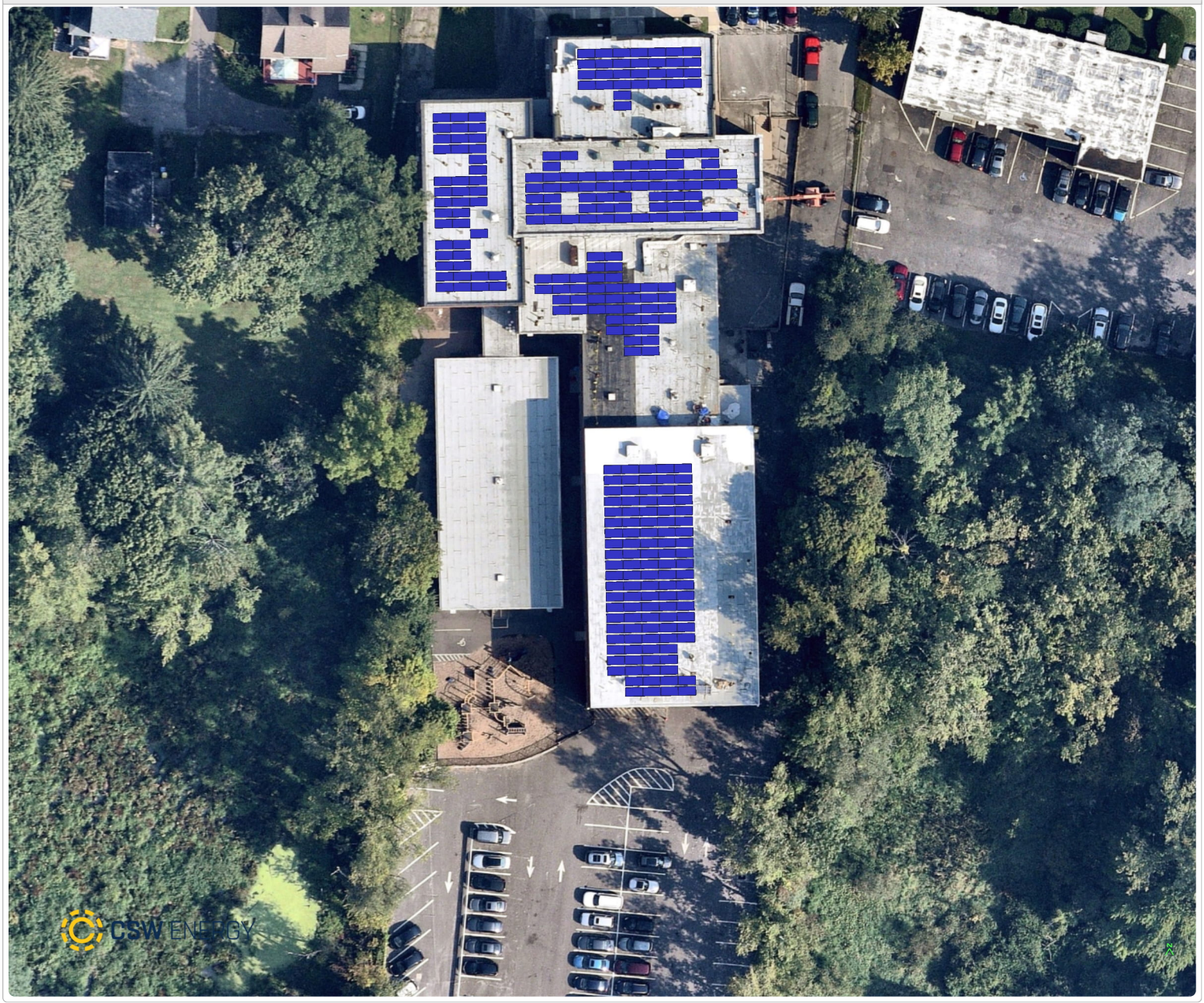
Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	14-17	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 178.94618°	0.8 ft	1x1	105	105	57.8 kW
Field Segment 2	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 178.94618°	0.8 ft	1x1			0
Field Segment 3	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 178.94618°	0.8 ft	1x1	42	42	23.1 kW
Field Segment 4	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 178.94618°	0.8 ft	1x1	41	41	22.6 kW
Field Segment 5	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 178.94618°	0.8 ft	1x1	63	63	34.7 kW
Field Segment 6	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 178.94618°	0.8 ft	1x1	31	31	17.1 kW

Detailed Layout



#5b

EDUCATIONAL SPECIFICATIONS

ROOF-MOUNTED SOLAR PHOTOVOLTAIC ARRAY

Sprague Elementary School

1443 Thomaston Ave, Waterbury, CT 06704

July 22nd, 2024

Educational Specifications
Waterbury, Connecticut
Sprague Elementary School
Roof-mounted Solar Photovoltaic
Project

July 22nd, 2024

1. **PROJECT RATIONALE**

The long-range plan for Sprague Elementary School ("Site") in Waterbury, CT calls for a photovoltaic solar project ("Project") installed on various sections of the roof. The installation of this Project will follow a planned roof replacement. The City of Waterbury and Waterbury Public Schools will realize the financial benefits of the Project through incentive payments. The City will fund the Project and seek applicable reimbursement through CT Department of Administrative Services ("DAS") Office of School Construction Grants & Review (OSCG&R).

2. **LONG-RANGE PLAN**

The long- range plan for the City and Waterbury Public Schools is to develop solar projects on multiple school properties in order to reduce operating costs. The Project will have a minimum lifetime of twenty (20) years, but energy production can be expected for up to thirty (30) years.

3. **THE PROJECT**

Waterbury proposes the following components for this Project:

- The Project size shall be based on available roof space and Non-Residential Renewable Energy Solutions (NRES) project Category sizes.
    - Project system size of 149.6 kilowatt-direct current ("kWdc")
    - Annual production of 184,300 kilowatt-hours ("kWh")

- A structural analysis shall be performed by a professional engineer licensed in the State of Connecticut. The analysis will quantify the available structural capacity of the roof.
- The Project shall interconnect to the Site's existing electrical service entrance equipment.
- Tree removal may be required in order to maximize energy production of the Project.
- Project design shall meet industry standards, utility company requirements and applicable building codes.
- The Project will consist of the following major system components:
    - Module (i.e solar panels) manufacturers must be listed on the most recent version of the Bloomberg New Energy Finance ("BNEF") Tier 1 list.
    - Racking, the module mounting structures, shall be designed to resist wind uplift based on an analysis of the Project footprint and existing site conditions.
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4. **PARTIES**

The City has engaged CSW Energy and Klee Sustainability Advisors ("Project Team") who together will provide project management, legal and administrative support. This includes overseeing the development, contracting and construction of the Project. The Project Team will assist the City securing DAS funding, issuing a public request for proposals ("RFP"), assisting in the selection of a contractor, and observing the Project design, installation and commissioning activities. The awarded contractor ("Contractor") will be responsible for the design, installation and commissioning of the Project while maintaining the existing roof warranty. In addition, an add-alternate could be included in the RFP for operation and monitoring services ("O&M"). The O&M scope shall include monitoring the Project's energy production, performing annual preventative maintenance, and conducting reactive maintenance visits as a response to energy production shortfalls. The O&M contract removes the burden of monitoring and maintaining the Project from Waterbury Public Schools and helps ensure the projected benefits are realized for the life of the project.

5. **ATTACHMENTS**

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Design 2 Updated 550wp Sol50/60kw Waterbury - Sprague School, 1443 Thomaston Ave, Waterbury, CT 06704

Report

Project Name	Waterbury - Sprague School
Project Address	1443 Thomaston Ave, Waterbury, CT 06704
Prepared By	Sam Dziekan sam@cswenergy.com

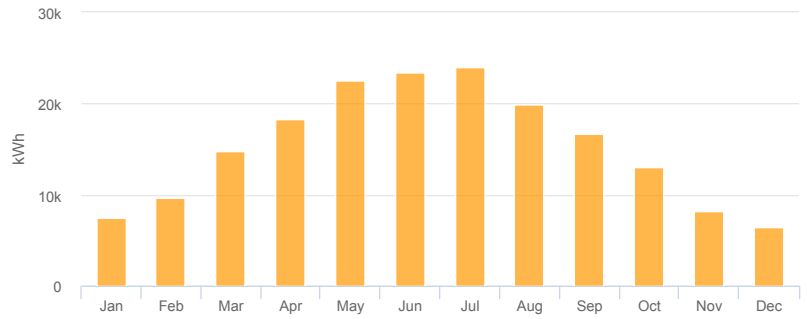
System Metrics

Design	Design 2 Updated 550wp Sol50/60kw
Module DC Nameplate	149.6 kW
Inverter AC Nameplate	120.0 kW Load Ratio: 1.25
Annual Production	184.3 MWh
Performance Ratio	83.6%
kWh/kWp	1,231.8
Weather Dataset	TMY, BRIDGEPORT SIKORSKY MEMORIAL, NSRDB (tmy3, I)
Simulator Version	3a70a44060-74287ca69c-5bc797c673-8acc309d61

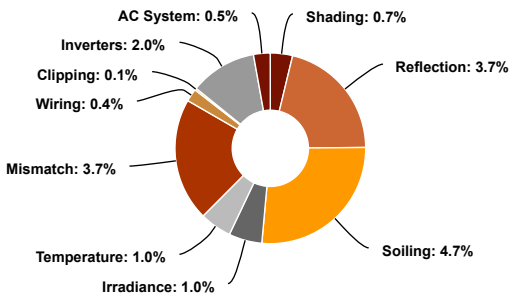
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,418.7	
	POA Irradiance	1,473.6	3.9%
	Shaded Irradiance	1,463.8	-0.7%
	Irradiance after Reflection	1,409.3	-3.7%
	Irradiance after Soiling	1,343.2	-4.7%
	Total Collector Irradiance	**1,343.2**	**0.0%**
Energy (kWh)	Nameplate	200,971.8	
	Output at Irradiance Levels	198,973.4	-1.0%
	Output at Cell Temperature Derate	197,077.7	-1.0%
	Output After Mismatch	189,816.8	-3.7%
	Optimal DC Output	189,088.8	-0.4%
	Constrained DC Output	188,985.3	-0.1%
	Inverter Output	185,203.6	-2.0%
	Energy to Grid	**184,277.6**	**-0.5%**
Temperature Metrics			
	Avg. Operating Ambient Temp	13.4 °C	
	Avg. Operating Cell Temp	19.7 °C	
Simulation Metrics			
	Operating Hours	4681	
	Solved Hours	4681	

Condition Set

Description	Condition Set 1											
Weather Dataset	TMY, BRIDGEPORT SIKORSKY MEMORIAL, NSRDB (tmy3, I)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
	East-West	-3.56	-0.075	3°C								
	Carport	-3.56	-0.075	3°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	12	15	8	3	3	3	3	3	3	3	3	10
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Module Characterizations	Module	Uploaded By	Characterization									
	JAM72S30-550/MR (1000V) (JA Solar)	HelioScope	Spec Sheet Characterization, PAN									
Component Characterizations	Device	Uploaded By	Characterization									
	PVI 60TL (Solectria)	HelioScope	Spec Sheet									

Components

Component	Name	Count
Inverters	PVI 60TL (Solectria)	2 (120.0 kW)
Strings	10 AWG (Copper)	16 (2,443.5 ft)
Module	JA Solar, JAM72S30-550/MR (1000V) (550W)	272 (149.6 kW)

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	14-17	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 3	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 153.00996°	0.8 ft	1x1	104	104	57.2 kW
Field Segment 4	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 182.68607°	0.8 ft	1x1	91	91	50.1 kW
Field Segment 5	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 153.36409°	0.8 ft	1x1	77	77	42.4 kW

Detailed Layout



#5c

EDUCATIONAL SPECIFICATIONS

ROOF-MOUNTED SOLAR PHOTOVOLTAIC ARRAY

B.W. Tinker Elementary School

809 Highland Ave, Waterbury, CT 06708

July 22nd, 2024

Educational Specifications
Waterbury, Connecticut
B.W. Tinker Elementary School
Roof-mounted Solar Photovoltaic
Project

July 22nd, 2024

1. **PROJECT RATIONALE**

The long-range plan for B. W. Tinker Elementary School ("Site") in Waterbury, CT calls for a photovoltaic solar project ("Project") installed on various sections of the roof. The installation of this Project will follow a planned roof replacement. The City of Waterbury and Waterbury Public Schools will realize the financial benefits of the Project through incentive payments. The City will fund the Project and seek applicable reimbursement through CT Department of Administrative Services ("DAS") Office of School Construction Grants & Review (OSCG&R).

2. **LONG-RANGE PLAN**

The long- range plan for the City and Waterbury Public Schools is to develop solar projects on multiple school properties in order to reduce operating costs. The Project will have a minimum lifetime of twenty (20) years, but energy production can be expected for up to thirty (30) years.

3. **THE PROJECT**

Waterbury proposes the following components for this Project:

- The Project size shall be based on available roof space and Non-Residential Renewable Energy Solutions (NRES) project Category sizes.
    - Project system size of 139.2 kilowatt-direct current ("kWdc")
    - Annual production of 167,200 kilowatt-hours ("kWh")

- A structural analysis shall be performed by a professional engineer licensed in the State of Connecticut. The analysis will quantify the available structural capacity of the roof.
- The Project shall interconnect to the Site's existing electrical service entrance equipment.
- Tree removal may be required in order to maximize energy production of the Project.
- Project design shall meet industry standards, utility company requirements and applicable building codes.
- The Project will consist of the following major system components:
    - Module (i.e solar panels) manufacturers must be listed on the most recent version of the Bloomberg New Energy Finance ("BNEF") Tier 1 list.
    - Racking, the module mounting structures, shall be designed to resist wind uplift based on an analysis of the Project footprint and existing site conditions.
    - String level inverters shall be roof mounted throughout the array.
    - Rapid shutdown devices and/or direct-current optimizers shall be installed to ensure compliance with the adopted National Electric Code ("NEC").
    - A data acquisition system shall display real-time energy production data in the school lobby.
- The roof warranty shall remain in full effect following installation of the Project. All work shall be performed in accordance with the roofing manufacturer's specifications.
- The Project shall be commissioned and tested to confirm installation was in accordance to Project specifications and forecasted production values are achieved.

4. **PARTIES**

The City has engaged CSW Energy and Klee Sustainability Advisors ("Project Team") who together will provide project management, legal and administrative support. This includes overseeing the development, contracting and construction of the Project. The Project Team will assist the City securing DAS funding, issuing a public request for proposals ("RFP"), assisting in the selection of a contractor, and observing the Project design, installation and commissioning activities. The awarded contractor ("Contractor") will be responsible for the design, installation and commissioning of the Project while maintaining the existing roof warranty. In addition, an add-alternate could be included in the RFP for operation and monitoring services ("O&M"). The O&M scope shall include monitoring the Project's energy production, performing annual preventative maintenance, and conducting reactive maintenance visits as a response to energy production shortfalls. The O&M contract removes the burden of monitoring and maintaining the Project from Waterbury Public Schools and helps ensure the projected benefits are realized for the life of the project.

5. **ATTACHMENTS**

The following conceptual layout and production report are included in the Educational Specifications to supplement, clarify, and augment the above information.

Design 2 Updated 550Wp Sol50/60kw Waterbury - B.W. Tinker Elementary School, 809 Highland Ave, Waterbury, CT 06708

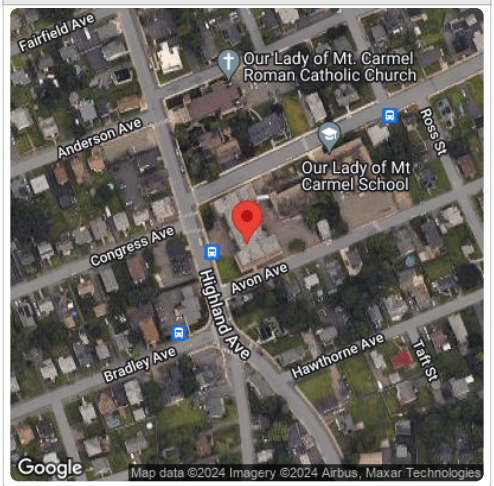
Report

Project Name	Waterbury - B.W. Tinker Elementary School
Project Address	809 Highland Ave, Waterbury, CT 06708
Prepared By	Sam Dziekan sam@cswenergy.com

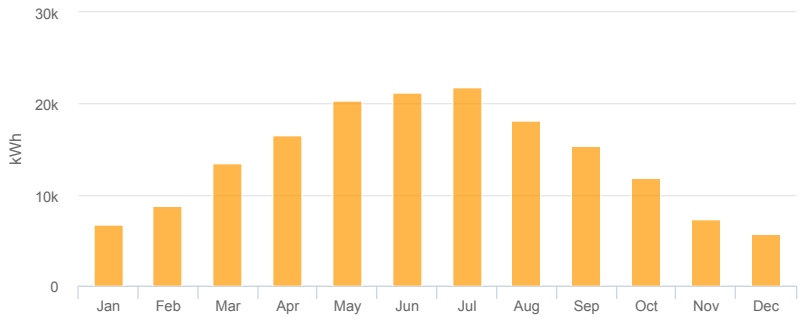
System Metrics

Design	Design 2 Updated 550Wp Sol50/60kw
Module DC Nameplate	139.2 kW
Inverter AC Nameplate	100.0 kW Load Ratio: 1.39
Annual Production	167.2 MWh
Performance Ratio	81.6%
kWh/kWp	1,201.9
Weather Dataset	TMY, BRIDGEPORT SIKORSKY MEMORIAL, NSRDB (tmy3, I)
Simulator Version	3a70a44060-74287ca69c-5bc797c673-8acc309d61

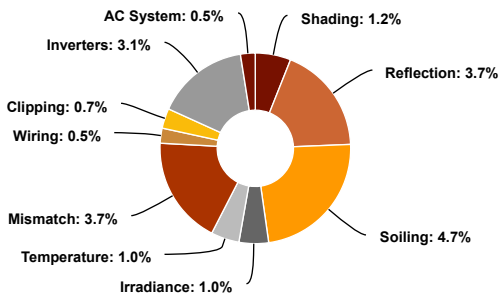
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,418.7	
	POA Irradiance	1,472.4	3.8%
	Shaded Irradiance	1,454.6	-1.2%
	Irradiance after Reflection	1,401.4	-3.7%
	Irradiance after Soiling	1,335.7	-4.7%
	Total Collector Irradiance	**1,335.8**	**0.0%**
Energy (kWh)	Nameplate	185,907.9	
	Output at Irradiance Levels	184,043.5	-1.0%
	Output at Cell Temperature Derate	182,279.4	-1.0%
	Output After Mismatch	175,608.8	-3.7%
	Optimal DC Output	174,717.1	-0.5%
	Constrained DC Output	173,534.4	-0.7%
	Inverter Output	168,083.6	-3.1%
	Energy to Grid	**167,243.2**	**-0.5%**
Temperature Metrics			
	Avg. Operating Ambient Temp	13.4 °C	
	Avg. Operating Cell Temp	19.6 °C	
Simulation Metrics			
	Operating Hours	4681	
	Solved Hours	4681	

Condition Set

Description	Condition Set 1											
Weather Dataset	TMY, BRIDGEPORT SIKORSKY MEMORIAL, NSRDB (tmy3, I)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
	East-West	-3.56	-0.075	3°C								
	Carport	-3.56	-0.075	3°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	12	15	8	3	3	3	3	3	3	3	3	10
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Module Characterizations	Module	Uploaded By	Characterization									
	JAM72S30-550/MR (1000V) (JA Solar)	HelioScope	Spec Sheet Characterization, PAN									
Component Characterizations	Device	Uploaded By	Characterization									
	PVI50kW-240 (Solectria Renewables)	HelioScope	CEC 2014-08-16									

Components

Component	Name	Count
Inverters	PVI50kW-240 (Solectria Renewables)	2 (100.0 kW)
Strings	10 AWG (Copper)	29 (4,010.8 ft)
Module	JA Solar, JAM72S30-550/MR (1000V) (550W)	253 (139.2 kW)

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	8-10	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 155.52902°	0.8 ft	1x1	20	20	11.0 kW
Field Segment 2	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 155.52902°	0.8 ft	1x1	20	20	11.0 kW
Field Segment 3	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 155.52902°	0.8 ft	1x1	80	80	44.0 kW
Field Segment 4	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 155.52902°	0.8 ft	1x1	14	14	7.70 kW
Field Segment 5	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 155.52902°	0.8 ft	1x1	21	21	11.6 kW
Field Segment 6	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 155.52902°	0.8 ft	1x1	80	80	44.0 kW
Field Segment 7	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 154.57785°	0.8 ft	1x1	18	18	9.90 kW

Detailed Layout



#5d

EDUCATIONAL SPECIFICATIONS

ROOF-MOUNTED SOLAR PHOTOVOLTAIC ARRAY

Wendell Cross School

1255 Hamilton Ave, Waterbury, CT 06706

July 22nd, 2024

Educational Specifications
Waterbury Connecticut
Wendell Cross School
Roof-mounted Solar Photovoltaic
Project

July 22nd, 2024

1. **PROJECT RATIONALE**

The long-range plan for Wendell Cross School ("Site") in Waterbury, CT calls for a photovoltaic solar project ("Project") installed on various sections of the roof. The City of Waterbury and Waterbury Public Schools will realize the financial benefits of the Project through incentive payments. The City will fund the Project and seek applicable reimbursement through CT Department of Administrative Services ("DAS") Office of School Construction Grants & Review (OSCG&R).

2. **LONG-RANGE PLAN**

The long range plan for the City and Waterbury Public Schools is to develop solar projects on multiple school properties in order to reduce operating costs. The Project will have a minimum lifetime of twenty (20) years, but energy production can be expected for up to thirty (30) years.

3. **THE PROJECT**

Groton proposes the following components for this Project:

- The Project size shall be based on available roof space and Non-Residential Renewable Energy Solutions (NRES) project Category sizes.
    - Project system size of 293.1 kilowatt-direct current ("kWdc")
    - Annual production of 331,927 kilowatt-hours ("kWh")

- A structural analysis shall be performed by a professional engineer licensed in the State of Connecticut. The analysis will quantify the available structural capacity of the roof.
- The Project shall interconnect to the Site's existing electrical service entrance equipment.
- Tree removal may be required in order to maximize energy production of the Project.
- Project design shall meet industry standards, utility company requirements and applicable building codes.
- The Project will consist of the following major system components:
    - Module (i.e solar panels) manufacturers must be listed on the most recent version of the Bloomberg New Energy Finance ("BNEF") Tier 1 list.
    - Racking, the module mounting structures, shall be designed to resist wind uplift based on an analysis of the Project footprint and existing site conditions.
    - String level inverters shall be roof mounted throughout the array.
    - Rapid shutdown devices and/or direct-current optimizers shall be installed to ensure compliance with the adopted National Electric Code ("NEC").
    - A data acquisition system shall display real-time energy production data in the school lobby.
- The roof warranty shall remain in full effect following installation of the Project. All work shall be performed in accordance with the roofing manufacturer's specifications.
- The Project shall be commissioned and tested to confirm installation was in accordance to Project specifications and forecasted production values are achieved.

4. **PARTIES**

The City has engaged CSW Energy and Klee Sustainability Advisors ("Project Team") who together will provide project management, legal and administrative support. This includes overseeing the development, contracting and construction of the Project. The Project Team will assist the City securing DAS funding, issuing a public request for proposals ("RFP"), assisting in the selection of a contractor, and observing the Project design, installation and commissioning activities. The awarded contractor ("Contractor") will be responsible for the design, installation and commissioning of the Project while maintaining the existing roof warranty. In addition, an add-alternate could be included in the RFP for operation and monitoring services ("O&M"). The O&M scope shall include monitoring the Project's energy production, performing annual preventative maintenance, and conducting reactive maintenance visits as a response to energy production shortfalls. The O&M contract removes the burden of monitoring and maintaining the Project from Waterbury Public Schools and helps ensure the projected benefits are realized for the life of the project.

5. **ATTACHMENTS**

The following conceptual layout and production report are included in the Educational Specifications to supplement, clarify, and augment the above information.

Design 2 - Post Site Visit Waterbury - Wendell Cross School, 1255 Hamilton Ave, 1255 Hamilton Ave, Waterbury,CT 06706

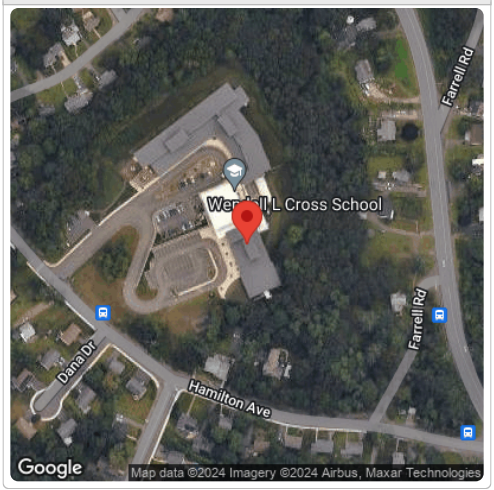
Report

Project Name	Waterbury - Wendell Cross School, 1255 Hamilton Ave
Project Address	1255 Hamilton Ave, Waterbury,CT 06706
Prepared By	Sam Dziekan sam@cswenergy.com

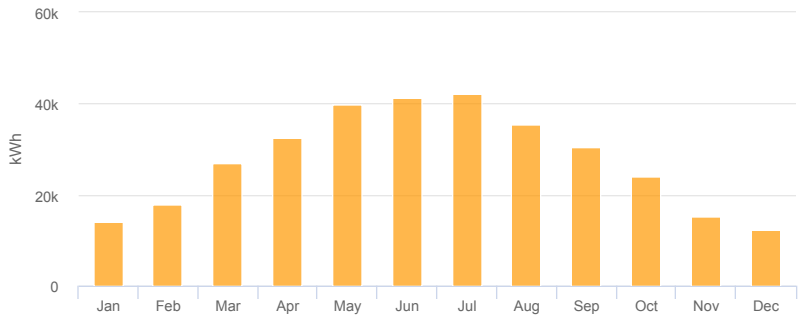
System Metrics

Design	Design 2 - Post Site Visit
Module DC Nameplate	293.1 kW
Inverter AC Nameplate	200.0 kW Load Ratio: 1.47
Annual Production	331.9 MWh
Performance Ratio	77.4%
kWh/kWp	1,132.5
Weather Dataset	TMY, BRIDGEPORT SIKORSKY MEMORIAL, NSRDB (tmy3, I)
Simulator Version	a5936230ce-f065dac694-caca23d007-372221aae9

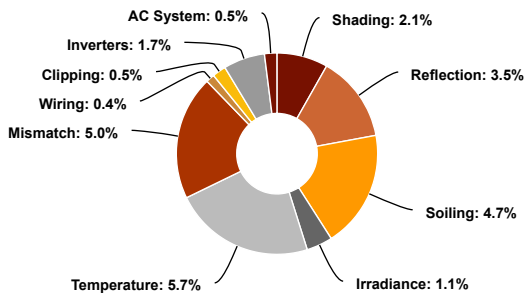
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,418.7	
	POA Irradiance	1,463.2	3.1%
	Shaded Irradiance	1,433.1	-2.1%
	Irradiance after Reflection	1,383.1	-3.5%
	Irradiance after Soiling	1,317.6	-4.7%
	Total Collector Irradiance	**1,317.7**	**0.0%**
Energy (kWh)	Nameplate	386,207.6	
	Output at Irradiance Levels	382,151.0	-1.1%
	Output at Cell Temperature Derate	360,408.1	-5.7%
	Output After Mismatch	342,343.8	-5.0%
	Optimal DC Output	341,141.5	-0.4%
	Constrained DC Output	339,267.1	-0.5%
	Inverter Output	333,595.8	-1.7%
	Energy to Grid	**331,927.8**	**-0.5%**
Temperature Metrics			
	Avg. Operating Ambient Temp		13.4 °C
	Avg. Operating Cell Temp		26.6 °C
Simulation Metrics			
	Operating Hours		4681
	Solved Hours		4681

Condition Set

Description	Condition Set 1											
Weather Dataset	TMY, BRIDGEPORT SIKORSKY MEMORIAL, NSRDB (tmy3, I)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
	East-West	-3.56	-0.075	3°C								
	Carport	-3.56	-0.075	3°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	12	15	8	3	3	3	3	3	3	3	3	10
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											

Module Characterizations	Module	Uploaded By	Characterization
	JAM72S30-530/MR (1000V) (JA Solar)	HelioScope	Spec Sheet Characterization, PAN
	JAM72S30-530/MR (1000) (JA Solar)	HelioScope	Spec Sheet Characterization, PAN

Component Characterizations	Device	Uploaded By	Characterization
	PVI 50TL 2-22-2017 (Solectria (Yaskawa Solectria Solar))	HelioScope	Default Characterization

Components

Component	Name	Count
Inverters	PVI 50TL 2-22-2017 (Solectria (Yaskawa Solectria Solar))	4 (200.0 kW)
Strings	10 AWG (Copper)	32 (6,555.9 ft)
Module	JA Solar, JAM72S30-530/MR (1000V) (530W)	170 (90.1 kW)
Module	JA Solar, JAM72S30-530/MR (1000) (530W)	383 (203.0 kW)

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	12-18	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Flush Mount	Portrait (Vertical)	25°	142.88313°	0.1 ft	1x1	170	170	90.1 kW
Field Segment 2	Flush Mount	Portrait (Vertical)	18°	67.826004°	0.1 ft	1x1	144	144	76.3 kW
Field Segment 3	Flush Mount	Portrait (Vertical)	25°	248.59682°	0.1 ft	1x1	31	31	16.4 kW
Field Segment 4	Flush Mount	Portrait (Vertical)	25°	233.2859°	0.1 ft	1x1	32	32	17.0 kW
Field Segment 5	Flush Mount	Portrait (Vertical)	18°	247.708°	0.1 ft	1x1	176	176	93.3 kW

Detailed Layout



#5e

EDUCATIONAL SPECIFICATIONS

ROOF-MOUNTED SOLAR PHOTOVOLTAIC ARRAY

West Side Middle School

483 Chase Pkwy, Waterbury, CT 06708

July 22nd, 2024

Educational Specifications
Waterbury Connecticut
West Side Middle School
Roof-mounted Solar Photovoltaic Project

July 22nd, 2024

1. **PROJECT RATIONALE**

The long-range plan for West Side Middle School ("Site") in Waterbury, CT calls for a photovoltaic solar project ("Project") installed on various sections of the roof. The City of Waterbury and Waterbury Public Schools will realize the financial benefits of the Project through incentive payments. The City will fund the Project and seek applicable reimbursement through CT Department of Administrative Services ("DAS") Office of School Construction Grants & Review (OSCG&R).

2. **LONG-RANGE PLAN**

The long- range plan for the City and Waterbury Public Schools is to develop solar projects on multiple school properties in order to reduce operating costs. The Project will have a minimum lifetime of twenty (20) years, but energy production can be expected for up to thirty (30) years.

3. **THE PROJECT**

Groton proposes the following components for this Project:

- The Project size shall be based on available roof space and Non-Residential Renewable Energy Solutions (NRES) project Category sizes.
    - Project system size of 289.3 kilowatt-direct current ("kWdc")
    - Annual production of 341,300 kilowatt-hours ("kWh")

- A structural analysis shall be performed by a professional engineer licensed in the State of Connecticut. The analysis will quantify the available structural capacity of the roof.
- The Project shall interconnect to the Site's existing electrical service entrance equipment.
- Tree removal may be required in order to maximize energy production of the Project.
- Project design shall meet industry standards, utility company requirements and applicable building codes.
- The Project will consist of the following major system components:
    - Module (i.e solar panels) manufacturers must be listed on the most recent version of the Bloomberg New Energy Finance ("BNEF") Tier 1 list.
    - Racking, the module mounting structures, shall be designed to resist wind uplift based on an analysis of the Project footprint and existing site conditions.
    - String level inverters shall be roof mounted throughout the array.
    - Rapid shutdown devices and/or direct-current optimizers shall be installed to ensure compliance with the adopted National Electric Code ("NEC").
    - A data acquisition system shall display real-time energy production data in the school lobby.
- The roof warranty shall remain in full effect following installation of the Project. All work shall be performed in accordance with the roofing manufacturer's specifications.
- The Project shall be commissioned and tested to confirm installation was in accordance to Project specifications and forecasted production values are achieved.

4. **PARTIES**

The City has engaged CSW Energy and Klee Sustainability Advisors ("Project Team") who together will provide project management, legal and administrative support. This includes overseeing the development, contracting and construction of the Project. The Project Team will assist the City securing DAS funding, issuing a public request for proposals ("RFP"), assisting in the selection of a contractor, and observing the Project design, installation and commissioning activities. The awarded contractor ("Contractor") will be responsible for the design, installation and commissioning of the Project while maintaining the existing roof warranty. In addition, an add-alternate could be included in the RFP for operation and monitoring services ("O&M"). The O&M scope shall include monitoring the Project's energy production, performing annual preventative maintenance, and conducting reactive maintenance visits as a response to energy production shortfalls. The O&M contract removes the burden of monitoring and maintaining the Project from Waterbury Public Schools and helps ensure the projected benefits are realized for the life of the project.

5. **ATTACHMENTS**

The following conceptual layout and production report are included in the Educational Specifications to supplement, clarify, and augment the above information.

Design 3 Updated to 550 Sol 50/60 Waterbury West Side School, 483 Chase Pkwy, Waterbury, CT 06708

Report

Project Name	Waterbury West Side School
Project Address	483 Chase Pkwy, Waterbury, CT 06708
Prepared By	Sam Dziekan sam@cswenergy.com

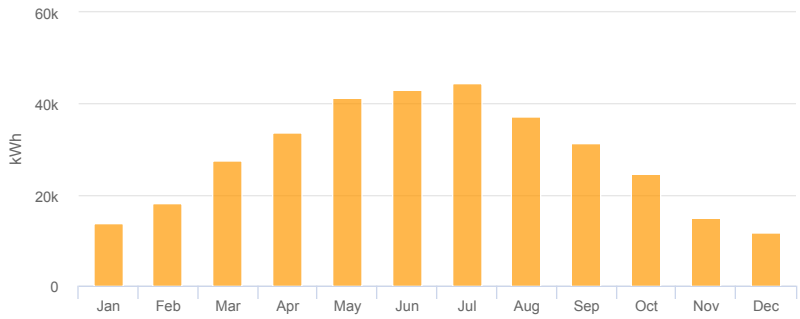
System Metrics

Design	Design 3 Updated to 550 Sol 50/60
Module DC Nameplate	289.3 kW
Inverter AC Nameplate	200.0 kW Load Ratio: 1.45
Annual Production	341.3 MWh
Performance Ratio	79.8%
kWh/kWp	1,179.8
Weather Dataset	TMY, BRIDGEPORT SIKORSKY MEMORIAL, NSRDB (tmy3, I)
Simulator Version	3a70a44060-74287ca69c-5bc797c673-8acc309d61

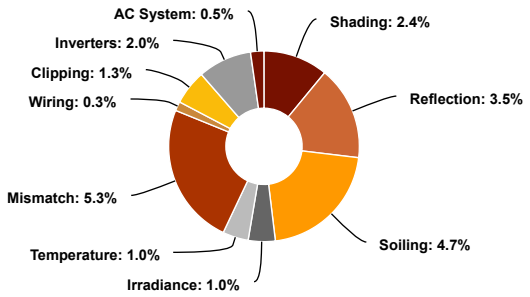
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,418.7	
	POA Irradiance	1,478.0	4.2%
	Shaded Irradiance	1,442.0	-2.4%
	Irradiance after Reflection	1,391.2	-3.5%
	Irradiance after Soiling	1,326.0	-4.7%
	Total Collector Irradiance	**1,325.8**	**0.0%**
Energy (kWh)	Nameplate	383,619.2	
	Output at Irradiance Levels	379,715.0	-1.0%
	Output at Cell Temperature Derate	376,054.6	-1.0%
	Output After Mismatch	355,975.0	-5.3%
	Optimal DC Output	354,745.2	-0.3%
	Constrained DC Output	350,129.5	-1.3%
	Inverter Output	343,038.1	-2.0%
	Energy to Grid	**341,322.9**	**-0.5%**
Temperature Metrics			
	Avg. Operating Ambient Temp	13.4 °C	
	Avg. Operating Cell Temp	19.6 °C	
Simulation Metrics			
	Operating Hours	4681	
	Solved Hours	4681	

Condition Set

Description	Condition Set 1											
Weather Dataset	TMY, BRIDGEPORT SIKORSKY MEMORIAL, NSRDB (tmy3, I)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
	East-West	-3.56	-0.075	3°C								
	Carport	-3.56	-0.075	3°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	12	15	8	3	3	3	3	3	3	3	3	10
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											

Module Characterizations	Module	Uploaded By	Characterization
	JAM72S30-530/MR (1000V) (JA Solar)	HelioScope	Spec Sheet Characterization, PAN
	JAM72S30-550/MR (1000V) (JA Solar)	HelioScope	Spec Sheet Characterization, PAN

Component Characterizations	Device	Uploaded By	Characterization
	PVI 50TL (Solectria)	HelioScope	Spec Sheet

Components

Component	Name	Count
Inverters	PVI 50TL (Solectria)	4 (200.0 kW)
Strings	10 AWG (Copper)	32 (3,771.2 ft)
Module	JA Solar, JAM72S30-550/MR (1000V) (550W)	526 (289.3 kW)

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	14-17	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 178°	0.8 ft	1x1			0
Field Segment 2	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 177.40437°	0.8 ft	1x1			0
Field Segment 3	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 177.40437°	0.8 ft	1x1			0
Field Segment 4	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 177.40437°	0.8 ft	1x1			0
Field Segment 5	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 177.40437°	0.8 ft	1x1			0
Field Segment 6	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 177.40437°	0.8 ft	1x1	526	526	289.3 kW

Detailed Layout



#6a

Dept of Food Services
Waterbury Public Schools





WATERBURY
PUBLIC SCHOOLS

Programs

- Breakfast
- Lunch
- Summer Program
- Fresh Fruit and Vegetable Program
- After School Snack Program
- Supper Program
- Catering
- Field Trips



WATERBURY
PUBLIC SCHOOLS

District Meal Counts

Approximate Daily Breakfasts Served

5,200

Up approximately 1000 per day

Approximate Daily Lunches Served

13,000

Up approximately 700 per day

WATERBURY PUBLIC SCHOOLS

2023-2024 Fiscal Standing

Expense:

$13,237,038.18

Revenue:

$13,018,998.88

Year End Operating Position

($218,039.30)

This is a planned deficit to reduce an overage in fund balance requirements from the USDA.

WATERBURY PUBLIC SCHOOLS

Central Kitchen

- Increased Choice and Quality
  - Pre-Plate Schools will be given more meal options
    - Not limited to Pre-ordered meals from outside vendors
    - We will continue to try variations based on student preferences
    - Fresh Fruit and Salad Options were a great success and will be continued and exapanded going forward
  - Student Survey
    - Utilize results from survey to tailor menu
    - Flexibility
      - Pivot to meals that show increased participation
      - Cut meals students do not like

WATERBURY PUBLIC SCHOOLS

Central Kitchen

- Freshness
  - Meals Prepared and Packaged Closer to Serving Time
    - Meals are being prepared days in advance and delivered accordingly
- Presentation/Adaptability
  - We Have Control of How the Meals are Packaged
    - We are able to observe and test how the packaging performs in our kitchen before students are served
    - We can tailor our production to meals so they present better
  - We are able to change production based on unforeseen circumstances
    - Snow Days, Early Dismissal etc

WATERBURY PUBLIC SCHOOLS

Food Service Goals & Initiatives

- Everyday Operations
  - Continue to Provide High Quality Nutritious Meals
  - Increase Participation through Central Kitchen Initiatives
  - Updates
    - Continue updating equipment at different locations
  - Mitigate Inflating Costs
    - Higher Buying Capacity
    - Competitive Bidding
  - Maintain High Level of Employee Professionalism

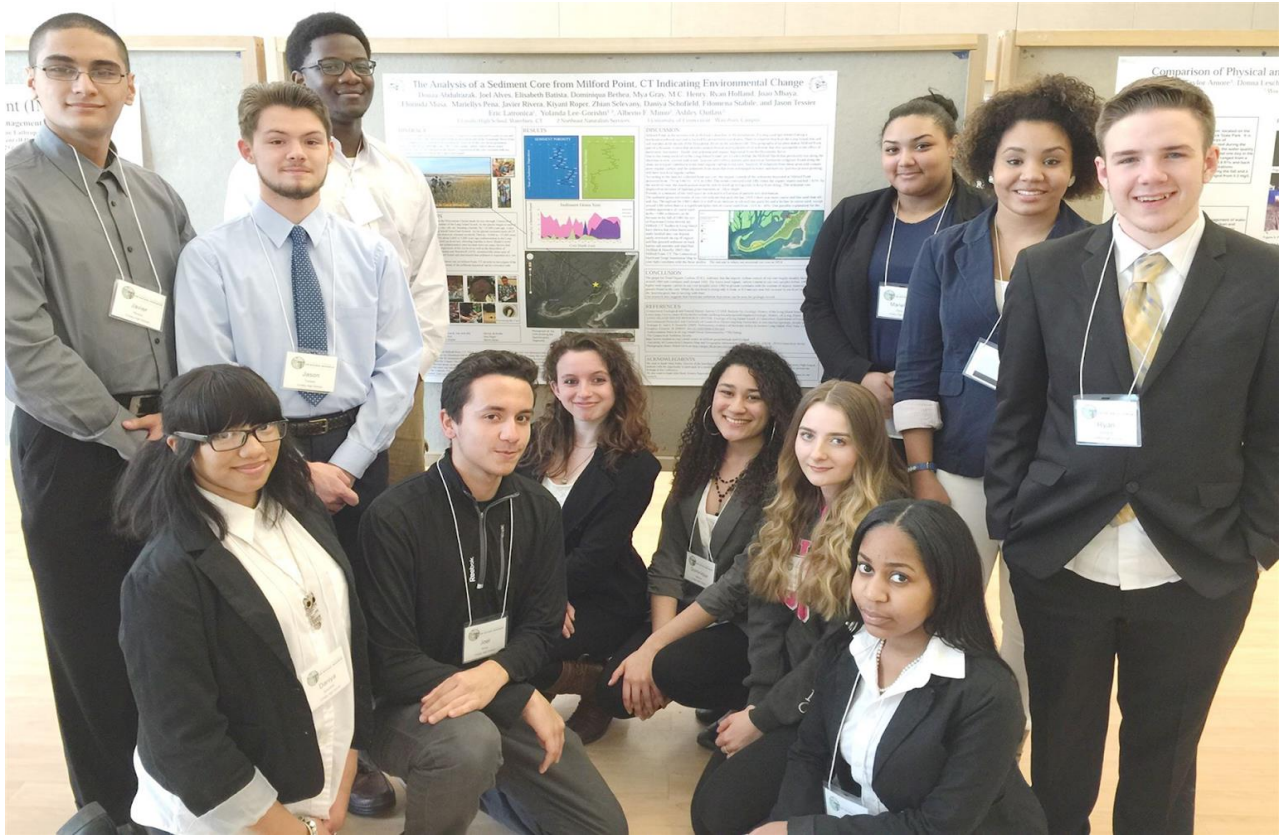


WATERBURY PUBLIC SCHOOLS

#6b

Dept of Computer Technology Center

Waterbury Public Schools



WATERBURY PUBLIC SCHOOLS

Mission of the Computer Technology Center (CTC)

The CTC is dedicated to providing exceptional tech support and training to empower students and teachers. We aim to enhance learning through technology and support the district's students and staff in their daily tasks, ensuring they have the tools to work efficiently and effectively.

WATERBURY
PUBLIC SCHOOLS

Core Technology Functions

- **Project Management:** Planning, organizing, and implementing tech projects.
- **Infrastructure:** Managing servers, databases, and network systems.
- **Network Security:** Protecting our systems from threats like malware and unauthorized access.
- **Software Support:** Assisting with educational and administrative software.
- **Operational Management:** Ensuring devices are secure, well maintained, and data is backed up.

WATERBURY
PUBLIC SCHOOLS

Project Management

- Planning and Discovery
- Organizing
- Implementation
- Controlling

Technology Infrastructure

- System Administration
- Server Administration
- Database Administration

Infrastructure Administration/ Architect

- LAN Architecture
- WAN Architecture
- VLAN's

Network Security Management

- Edge Security
  - Firewalls
  - SPAM
  - Malware
  - Spyware
  - Web Applications
- Security Hardening
- Intrusion Detection
- Vulnerability Reporting

Software Support

- PowerSchool- SIS
- Google Docs/Classroom
- Content Specific Software
- Online Testing- Local and State

Operational Management

- Device Security
- Device Access- -VPN,SSH, Telnet

Configuration Management

- Standards
- Backups

Log Review (Firewall, Servers, Switches, Appliances)

- Audit, Critical Alerts, & System Alerts

Disaster Recovery

Service Management

- Service Desk
- IT Process Automation
- Shared Services

Department Technology Management

- Business Management
- Data Center Infrastructure
- Desktop Support
- Engineering
- IT Architecture

IT Planning

- Disaster Recovery/ Business Continuity
- Facilities Management
- Policy and Planning
- Project Management
- E-Rate

Network Services

- Infrastructure
- Network Design
- Network Integration
- Network Security
- Telecommunications

Print and Email Operations

- Document Analysis
- Print Services
- Email services

WATERBURY PUBLIC SCHOOLS

Responsibilities

- I.T. services are like a Utility
- Services must support – Student Learning, Business Needs, Operations, Security
- I.T. Services are in the " Core of Every Department"- Classroom, Back Office and Front Office
- must make it easier for all employees to access resources
- Staff and Students **expect** to be able to communicate through multiple channels; SaaS Portals, Web, Email

WATERBURY
PUBLIC SCHOOLS

Recent IT Projects

- **Resilient Fiber Network:** Improved network reliability.
- **Classroom Audio Project:** Enhanced classroom audio systems.
- **Security Upgrades:** in collaboration with the school security department, we are adding additional cameras and door access controllers.
- **Asset Management:** New system to track Chromebook distribution and repairs.
- **Wireless Network Expansion:** Improve connectivity for student devices.

WATERBURY
PUBLIC SCHOOLS

Key Project Phases

- **Planning and Implementation:**
  - Detailed planning and collaboration with various departments to meet educational needs.
  - Ensure alignment with educational needs
- **Operational Phase:**
  - Continuous support and maintenance to ensure systems work smoothly.

WATERBURY PUBLIC SCHOOLS

Camera and Security Systems- Operational Phase

I.T. department must manage and support over 2,000 cameras and door access systems

- **Bandwidth Management:** Ensuring cameras don’t slow down the network.
- **Storage:** Efficiently managing video footage.
- **Integration:** Working with other security systems for comprehensive protection.

WATERBURY
PUBLIC SCHOOLS

Asset Management- Operational Phase

Manage the Chromebook inventory management system to manage and track over 50,000 assets efficiently, ultimately enhancing device usage, support processes, and overall productivity within the District.

- **Chromebook Inventory:** Tracking and managing over 50,000 devices.
- **User Training:** Educating staff on how to manage and use the system effectively.
- **Reporting:** Providing insights into device usage and maintenance.

WATERBURY
PUBLIC SCHOOLS

Student Chromebook 1:1 Program - Operational Phase

- **Device Management:** Overseeing 1:1 program for 18,900 students and 2,600 staff.
- **Technical Support:** Handling over 25,000 repair tickets.
- **User Training:** Ensuring students and staff know how to use their devices securely.

WATERBURY
PUBLIC SCHOOLS

VOIP Phone- Operational Phase

- **Reliable Communication:** Maintaining 2,400 VOIP phones for seamless communication.
  - **Network infrastructure management**: Ensure sufficient bandwidth and optimize Quality of Service (QoS) settings.
  - **System deployment and configuration:** Set up physical phones, connect them to the network, and configure user profiles, extensions, and call routing.
- **User Training:** Helping staff use the phone system effectively.

WATERBURY PUBLIC SCHOOLS

Copiers and Print Management- Operational Phase

- **Efficient Printing:** Managing 1,500 copiers and printers to reduce costs and improve security.
- **Maintenance and troubleshooting:** Maintain and troubleshoot copiers and print management system.
- **Monitoring and reporting:** Monitor the print management system and generate reports on print usage, costs, and trends
- **User Support:** Training staff on using print services efficiently.

WATERBURY
PUBLIC SCHOOLS

Challenges

- **Funding:** Securing sustained financial support for tech upgrades and maintenance.
- **Staffing:** Meeting the growing demand for tech support and maintenance.
- **Training:** Ensuring adherence to guidelines and maximizing technology use.



WATERBURY PUBLIC SCHOOLS

Solutions

- **Infrastructure Improvements:** Targeted funding over five years.
- **Device Replacement Program:** Regular updates to technology.
- **Support Access:** Increasing classroom technology and support.
- **Training:** Enhancing staff skills to use technology effectively.
- **Tech Support:** Increasing the tech support budget and providing dedicated field support.

WATERBURY
PUBLIC SCHOOLS

Upcoming Projects (2023-2024)

- **Switch Refresh:** Updating 250 Cisco switches.
- **Fiber Upgrade:** Enhancing network speed and reliability.
- **Data Closet Cooling:** Installing air conditioning for data centers.
- **Storage Upgrades:** Improving storage and backup solutions.
- **Document Scanning:** Implementing a new scanning project.

WATERBURY
PUBLIC SCHOOLS

#7

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 29, 2024

To: Board of Education

FROM: Wendy Johns, Director of Pupil Services

RE: Approval for Memorandum of Understanding (MOU) between the City of Waterbury and ***Klingberg Family Centers***

The Special Education Department requests approval of a Memorandum of Understanding (MOU) between the City of Waterbury Public Schools (WPS) and *Klingberg Family Centers.* The purpose of the agreement is to provide mental health services during the academic year at seven Waterbury Public Schools and provide additional resources as needed to best support youth at WPS.

The staffing will be as follows: 3 clinicians (each clinician will cover 2 schools), 1 supervisor (who will cover 1 school in addition to supervising the 3 clinicians), and 1 Community Health Worker to be assigned to all 7 schools to support families' needs.

The City shall not be responsible to compensate the clinicians, supervisor or any employees of the family center, for services rendered under this MOU. This would be of no cost to the City of Waterbury.

The term of the Agreement shall commence on September 1, 2024 and will terminate on August 30, 2025 at no cost to the district.

MEMORANDUM OF UNDERSTANDING
for
MENTAL HEALTH SERVICES
between
THE CITY OF WATERBURY
And
KLINGBERG FAMILY CENTERS, INC.

This Memorandum of Understanding ("MOU") is between the City of Waterbury ("City") and Klingberg Family Centers, Inc. with a mailing address of 157 Charter Oak Avenue, Hartford, CT 06106 ("Klingberg") (Jointly referred to as the "Parties" to this MOU).

1. **Purpose and Goals.** The purpose of this MOU is to provide collaboration between City and Klingberg to provide mental health services in seven (7) public schools in the City of Waterbury during the 2024-2025.

2. **Roles and Responsibilities.** This program requires cooperation and close communication between both parties through designated representatives. Klingberg will provide mental health services to seven (7) City Schools. The staffing shall consist of (3) clinicians, one (1) supervisor and one (1) Community Health worker who shall be assigned to support all seven (7) subject City schools. All Klingberg services shall be provided to the schools by Klingberg at no cost to the City.

3. **Term.** The term of this MOU shall commence upon full execution of this MOU by the Parties and terminate after one (1) year, unless terminated earlier by either party upon a thirty (30) days' advance written notice to the other Party

4. **Confidentiality and HIPAA.** Each Party shall comply with all applicable federal, state, and local laws and regulations pertaining to the confidentiality and privacy related to any protected health information (PHI) and any services or activities performed in relation to this MOU. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information

5. **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 acknowledges that the City relies upon said representations. .

    5.1. 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. 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.

5.2. 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.

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

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

5.6. Confidentiality/FERPA. Consultant shall insure that it and its employees 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.

i. Any and all materials contained in City of Waterbury student files that are

entrusted to Consultant and its employee or gathered by Consultant or its employee 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.

ii. 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.

6. Student Data Privacy

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

6.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Contractor 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 Contractor. 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 Contractor 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 Contractor 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.

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

6.4 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 Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor 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 Contractor, and correct any erroneous information therein.

6.5 The Contractor shall take actions designed to ensure the security and confidentiality of student data.

6.6 The Contractor 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:

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

6.8 The Contractor 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.

6.9 The Contractor 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.

7. **Funding.** This MOU is not a commitment to Fund, rather an understanding of respective and collective roles for both the City and Klingberg. Klingberg shall be responsible for payment of any wages, sums or compensation for the three (3) clinicians, one (1) supervisor and one (1) Community Health Worker and any other individual providing services under this agreement.

8. **The City shall** have no obligation or commitment for compliance and/or reporting for any grant obtained by Klingberg to fund the services to be provided under this contract.

9. **City of Waterbury, Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.** Each party to this MOU will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither party will be considered the agent of the other party for the consequences of any act or omission or any person, firm, or corporation not a party to this MOU. If the conduct of both parties results in such loss, the responsibility and obligations shall be allocated in proportion to each party's own negligence subject to the extent of any applicable negligence laws. Nothing herein shall be deemed to

constitute a waiver by either of any privilege, protection, immunity otherwise afforded to it under Connecticut law. This provision shall survive termination of this MOU. 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 MOU shall comply with all applicable Federal, State, and Municipal statutes, regulations, charters, ordinances, rules, etc., whether or not they are expressly stated in this MOU, including but not limited to the following:

9.1. 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 this MOU, shall have any personal interest, direct or indirect, in this MOU.

9.2. Prohibition Against Contingency Fees. Klingberg 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.

9.3 Prohibition against Gratuities and Kickbacks. 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.

9.3.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.

9. Indemnification.

9.1. Klingberg 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, 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 Klingberg, 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 Klingberg duties hereunder'

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

10.Insurance. Each party to this MOU agrees to procure and maintain at its own cost all such insurance coverage as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by that party pursuant to this MOU and to provide evidence of such insurance to the other party on that party's reasonable request. This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. Upon request by a party, the other party shall provide written proof of insurance.

The Consultant shall maintain at its sole cost the following policies with stated limits in full force and effect, at all times during which the services are to be performed by the Consultant ot its employees. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City.

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

10.2 **Auto Liability:**
$1,000,000 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos

10.3 **Workers Compensation:**
WC Statutory Limits Employer Liability
$1,000,000 EL each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

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

10.5 **Professional Liability/F&O**:
$1,000,000 each Occurrence
$1,000,000 Aggregate

10.6 **Abuse/Molestation Liability**:
$1,000,000 each Occurrence
$1,000,000 Aggregate

(Applicable to Contractors working directly with Youth/Minors)

11. The Consultant 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 Board of Education are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear".**

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.

10. 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.

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

12. Entire Agreement. This MOU shall constitute the entire understanding and agreement of the MOU between the City and Klingberg, with respect to the specific matters and services contained herein. Any amendment to this MOU must be in writing and agreed to and executed by the City and Klingberg. This MOU shall be considered a binding and enforceable agreement between the City and Klingberg.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. By signing below, each Party hereby agrees to all the terms, conditions, and provisions stated herein.

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

WITNESSES:

_____
Print name

_____
Print name

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

_____
Date

WITNESSES:

_____
Print name

_____
Print name

KLINGBERG FAMILY CENTERS, INC.

By:_____

_____, Duly authorized

Date:_____

#8

WATERBURY PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 16, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **RFP # 8047 Stepping Stones RN**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Stepping Stones.** The purpose of the agreement is to provide Registered Nurses who will provide individualized school based nursing services to students with disabilities ages 3-22 pursuant to the students' individual education plans (IEPs) and individual health care plans (IHCPs) or other medical / nursing instructions or plans provided by the students' health care providers, and other related work in accordance with the *Connecticut General Statutes* as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on September 1, 2024 and will terminate on August 30, 2027. The agreement is at a cost of **$599,382.00** for a three-year term. The purpose of this agreement is to provide individualized school based Registered nursing (RN) services to students with disabilities and will be paid through General Funds.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8047
for
Special Education Nursing Services
Between
The City of Waterbury, Connecticut
and
The Stepping Stones Group, LLC

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

WHEREAS, Stepping Stones submitted a proposal to the City responding to **RFP No. 8047** for Special Education Nursing Services; and

WHEREAS, the City selected Stepping Stones to perform services regarding **RFP No. 8047**; and

WHEREAS, the City desires to obtain Stepping Stones' 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. Stepping Stones 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. Stepping Stones 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. Stepping Stones shall provide up to two (2) registered, licensed, and certified nurses ("RN's"), to provide individualized nursing services to students ages 3-21 with disabilities in accordance with the student's individual education plan ("I.E.P") and individual health care plan ("IHCP"), or other medical/nursing instruction or plan as provided by the student's physician and/or health care provider and as agreed by the student's parent or legal guardian, RN's shall provide City staff with timely and complete reports as well as Medicaid

documentation in a form and manner acceptable to the City, as further detailed and described in Sections 1.2. through 1.7. below and **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 Stepping Stones as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1. Addendum 1 to RFP No. 8047, dated March 19, 2024, consisting of 11 page), attached hereto;
1.1.2. RFP No. 8047, consisting of 13 pages, excluding Attachments A-C, attached hereto;
1.1.3. Stepping Stones' Cost Proposal, consisting of 1 page, attached hereto;
1.1.4. Stepping Stones' Response to RFP No. 8047, consisting of 33 pages, excluding resumes and City Contract Compliance Documents, 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. Stepping Stones shall assign the same nurse to a particular student whenever possible to maintain a continuity of care. The Assigned Nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.

1.3. Stepping Stones shall require the Assigned Nurse to provide the City with monthly reports of their attendance with the student, along with documentation of services rendered. Stepping Stones shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify Stepping Stones' billing.

1.4. The Superintendent or their agent shall have the right to visit and observe the nursing services at any time.

1.5. Stepping Stones and nursing staff shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving the student(s) assigned to the nurse.

1.6. Stepping Stones shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.

1.7. Stepping Stones shall obtain and provide the City with a copy of the RN license for each nurse assigned to provide services under this contract.

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

1.8.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.8.2 Any and all Amendment(s) and Change Orders
1.8.3 This Contract
1.8.4 Stepping Stones' Price Proposal
1.8.5 Any Addendums to RFP No. 8047
1.8.6 RFP No. 8047
1.8.7 Stepping Stones' Response to RFP No. 8047

2. Stepping Stones Representations Regarding Qualification and Accreditation. Stepping Stones represents that, to the extent required by law, its employees and any independently contracted Registered Nurses ("Assigned Nurses"), and any independent contractors are licensed to perform the scope of work set forth in this Contract. Stepping Stones 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. Stepping Stones 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 Stepping Stones 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. Stepping Stones hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that Stepping Stones and/or its employees be licensed, certified, registered, or otherwise qualified, Stepping Stones and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, Stepping Stones shall provide to the City a copy of Stepping Stones' 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, Stepping Stones 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. Stepping Stones shall enter and exit all school facilities and Department of Educational facilities as designated and authorized by the appropriate Department/personnel in Education, or the designated person.

2.4. Criminal Background Check and DCF Registry Check. Stepping Stones 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 may be 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. Stepping Stones 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. Stepping Stones shall not permit any person with a disqualifying criminal history to have direct contact with a student. Stepping Stones agrees the "direct contact" shall include Stepping Stones 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, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

3.1. Use of City Property. To the extent Stepping Stones is required to be on City property to render its services hereunder, Stepping Stones shall have access to such areas of City property as the City and Stepping Stones agree are necessary for the performance of Stepping Stones' services under this Contract (the "Site" or the "Premises") and at

such times as the City and Stepping Stones may mutually agree. Stepping Stones 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. Stepping Stones 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 Stepping Stones, City may, but shall not be required to, correct same at Stepping Stones' expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

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

3.6. Stepping Stones' Employees. Stepping Stones 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. Stepping Stones shall be responsible for direct clinical supervision of any RNs provided to the City.

3.7. Due Diligence Obligation. Stepping Stones 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. Stepping Stones 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 Stepping Stones to complete Due Diligence prior to submission of its proposal shall be borne by Stepping Stones. Furthermore Stepping Stones 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 Stepping Stones, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with Stepping Stones.

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 Stepping Stones 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. Stepping Stones 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 Stepping Stones and/or delivered by Stepping Stones 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)** Stepping Stones' declaration as to whether the entirety of Stepping Stones' 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. Stepping Stones direct its RN's to provide City staff with timely and complete reports, including nursing notes, as well as Medicaid documentation in a form and manner acceptable to the City. Each report shall be signed by an authorized official of Stepping Stones.

NOTE: Stepping Stones' 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. Confidentiality/FERPA. Stepping Stones 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. Stepping Stones 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 Stepping Stones or gathered by Stepping Stones 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 Stepping Stones shall be used solely for the purposes of providing services under this Agreement.

3.9.2 Stepping Stones 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). Stepping Stones and City shall comply with the requirements of said statute and regulations, as amended from time to time and Stepping Stones 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, Stepping Stones has no authority to make disclosures of any information from education records. Stepping Stones shall instruct its employees of their obligations to comply with FERPA.

4. Responsibilities of the City. Upon the City's receipt of Stepping Stones' written request, the City will provide Stepping Stones with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by Stepping Stones 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 Stepping Stones for the purpose of carrying out the services under this Contract.

5. Contract Time. The Agreement shall commence July 1, 2024 and shall terminate June 30, 2027.

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

6. Compensation. The City shall compensate Stepping Stones 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 Stepping Stones shall not exceed **FIVE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS ($599,382.00)** for the entire three year term of this Contract and shall be in accordance with the hourly rate set forth below and Stepping Stones' Cost Proposal.

6.2. RN's hourly time shall not exceed seven (7) hours per day, five (5) days per week for a maximum of one hundred eighty-one (181) days during the regular school year, and twenty (20) days during the summer. RN's shall not be compensated for days Waterbury Public Schools are closed.

6.2.1 July 1, 2024 through June 30, 2025:

6.2.1.1. Registered Nurse (RN)……..$69.00 per hour

Not to Exceed: $194,166.00

6.2.2 July 1, 2025 through June 30, 2026:

6.2.2.1. Registered Nurse (RN)……..$71.00 per hour

Not to Exceed: $199,794.00

6.2.3 July 1, 2026 through June 30, 2027:

6.2.3.1. Registered Nurse (RN)……..$73.00 per hour

Not to Exceed: $205,422.00

6.3. Limitation of Payment. Compensation payable to Stepping Stones is limited to those fees set forth in Sections 6.1. and 6.2., above. Such compensation shall be paid by the City upon review and approval of Stepping Stones' 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. Stepping Stones' 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.

6.3.1 Stepping Stones 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 Stepping Stones in an amount equaling the sum or sums of money Stepping Stones and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding Stepping Stones' and/or its affiliate's real and personal tax obligations to the City.

6.4. Review of Work. Stepping Stones shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. Stepping Stones 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 Stepping Stones' demand for payment. The City shall not certify fees for payment to Stepping Stones until the City has determines that Stepping Stones has completed the work in accordance with the requirements of this Contract.

6.5. Proposal Costs. All costs of Stepping Stones in preparing its proposal for **RFP No. 8047** shall be solely borne by Stepping Stones and are not included in the compensation to be paid by the City to Stepping Stones under this Contract or any other Contract.

6.6. Payment for Services, Materials, Employees. Stepping Stones 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. Stepping Stones 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, Stepping Stones shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.7. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until Stepping Stones, 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 Stepping Stones has knowledge or information, the releases and receipts include all the labor and material

for which a lien could be filed; but Stepping Stones 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, Stepping Stones 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 Stepping Stones for that item. Stepping Stones 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. Stepping Stones 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 Stepping Stones, 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 Stepping Stones 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 Stepping Stones, 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 Stepping Stones or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8.4. Stepping Stones expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Stepping

Stones, 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. Stepping Stones 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 Stepping Stones' own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, Stepping Stones 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 Stepping Stones 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, Stepping Stones 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 Stepping Stones, or its subcontractor, omission or commission.

9. Stepping Stones' Insurance.

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

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"):
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**
Stepping Stones shall comply with all State of Connecticut statutes as it relates to
Workers' Compensation.

9.4.4 Excess/Umbrella Liability:
$3,000,000.00 each occurrence
$3,000,000.00 aggregate

9.4.5 Professional Liability/E&O:
$1,000,000.00 each Wrongful Act
$1,000,000.00 aggregate

9.4.6 Abuse Molestation Liability Insurance:
$1,000,000.00 each occurrence
$1,000,000.00 aggregate.

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from Stepping Stones 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: Stepping Stones' 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 Stepping Stones' 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 Stepping Stones executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. Stepping Stones 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 Stepping Stones receipt, Stepping Stones shall deliver to the City a copy of Stepping Stones' insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, Stepping Stones 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 Stepping Stones 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 Stepping Stones' work and services shall be secured in advance and paid by Stepping Stones. Stepping Stones 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 Stepping Stones for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Stepping Stones remains liable, however, for any applicable tax obligations it incurs. Moreover, Stepping Stones represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. Stepping Stones 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 Stepping Stones 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 Stepping Stones 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, Stepping Stones 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, Stepping Stones 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. Stepping Stones 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 Stepping Stones, Stepping Stones shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Stepping Stones 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 Stepping Stones 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 Stepping Stones under this Contract shall, at the option of the City, become the City's property, and Stepping Stones shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, Stepping Stones shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Stepping Stones, and the City may withhold any payments to Stepping Stones for the purpose of setoff until such time as the exact amount of damages due the City from Stepping Stones 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 Stepping Stones. If this Contract is terminated by the City as provided herein, Stepping Stones 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 Stepping Stones covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. Stepping Stones 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. Stepping Stones 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 Stepping Stones.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Stepping Stones for the agreed to level of the products, services and functions to be provided by Stepping Stones under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to Stepping Stones, 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 Stepping Stones for any lost or expected future profits.

[continued on the next page]

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, Stepping Stones 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, Stepping Stones shall transfer all licenses to the City which Stepping Stones is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate Stepping Stones for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. Stepping Stones 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 Stepping Stones for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Stepping Stones 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). Stepping Stones 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 Stepping Stones may negotiate a mutually acceptable payment to Stepping Stones 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 Stepping Stones. Stepping Stones may, by written notice to the City, terminate this Contract if the City materially breaches, provided that Stepping Stones 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, Stepping Stones will be compensated by the City for work performed prior to such termination date and Stepping Stones 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)** Stepping Stones 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 Stepping Stones 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 Stepping Stones' 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. Stepping Stones shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Stepping Stones' services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Stepping Stones 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 Stepping Stones 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. Stepping Stones shall be as fully responsible to the City for the acts and omissions of Stepping Stones' subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Stepping Stones.

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

22. Independent Contractor Relationship. The relationship between the City and Stepping Stones is that of client and independent contractor. No agent, employee, or servant of Stepping Stones shall be deemed to be an employee, agent or servant of the City. Stepping Stones 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 Stepping Stones hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Stepping Stones 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 Stepping Stones or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Stepping Stones 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 Stepping Stones 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 Stepping Stones' 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 Stepping Stones, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to Stepping Stones' 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 Stepping Stones 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. 8047** and **(ii)** Stepping Stones' proposal responding to the aforementioned **RFP No. 8047.**

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. Stepping Stones 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, Stepping Stones shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or Stepping Stones, 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:

Stepping Stones: The Stepping Stones Group, LLC
123 N. Wacker Drive, Suite 1150
Chicago, IL 60606

City: The City of Waterbury
Special Education Department
Attn: Director of Pupil Services
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 contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Stepping Stones 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. Stepping Stones 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. Stepping Stones 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. Stepping Stones 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. Stepping Stones 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 Stepping Stones 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 Stepping Stones 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 to Follow)

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:	**THE STEPPING STONES GROUP, LLC**
Sign:_____	By:_____
Print name:	
Sign:_____	Date:_____
Print name:	

ATTACHMENT A

1. Addendum 1 to RFP No. 8047, dated March 19, 2024, consisting of 11 page), attached hereto;

2. RFP No. 8047, consisting of 13 pages, excluding Attachments A-C, attached hereto;

3. Stepping Stones' Cost Proposal, consisting of 1 page, attached hereto;

4. Stepping Stones' Response to RFP No. 8047, consisting of 33 pages, excluding resumes and City Contract Compliance Documents, attached hereto;

5. Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

6. City Contract Compliance Documents, incorporated herein by reference;

7. Certificates of Insurance, incorporated herein by reference;

8. Licenses, incorporated herein by reference;

9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

March 19, 2024

RFP 8047 Special Education Nursing Services

Please refer to the questions and answers below.

Question: What agencies do you currently use for "Special Education Nursing Services"? / Who were the Incumbents? / Please provide the names of the Incumbent vendors for this contract? / How many active contractors are working on this contract currently? / Please provide the current vendor(s) providing the service / Are there any current vendors providing the same services? / How many agencies are currently awarded the bid for 23/24 SY? / How many vendors is the district currently using for the services requested in this solicitation?
Answer: AAA Nursing and Pediatric Services of America dba Aveanna Healthcare.

Question: What are the rates for the incumbent contract holders? / Can you give the hourly rates for each of the roles requested from the incumbents? / What are the current vendors rate for LPN services? / What are the current vendors rate for RN services? / Can you please provide a list of incumbent vendors and their bill rates. / Can the district please provide incumbent information and current bill rates for contracts in place for similar services? / What rates do those agencies charge for the services being requested in this RFP?
Answer:
RN
Aveanna: RN for the '23-'24 SY $55
AAA Nursing RN for the '23 - '24 SY $50
LPN
Aveanna: LPN for the '23-'24 SY $50
AAA Nursing LPN for the '23-'24 SY $45

Question: How many billable hours were accrued by contracted nursing staff in 2022 and 2023?
Answer: 2022: 7280 ; 2023:6720

Question: As requested in Section I. 2.c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall

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include the individual's qualifications and experience in the subject area, are we required to submit candidate resumes of the nurses or resumes of our firm key personnel? / Are resumes required in the proposal? If so, how many need to be submitted to remain qualified?
Answer: Yes, a resume is expected for every candidate. The vendor can determine how many resumes they will submit.

Question: Are we required to submit candidate live resumes or sample resumes would suffice? / Do we need to sample or live resumes for RNs & LPNs?
Answer: Live resumes for each candidate presented from the agency are expected.

Question: On page 8, the request specifies a "Personnel Listing," which entails providing a comprehensive roster of staff categorized by job classification, accompanied by their respective resumes. Each resume is expected to detail the individual's qualifications and experience relevant to the subject area. Would this requirement primarily pertain to the account management team?
Answer: This requirement pertains to the management team as well as nursing candidates.

Question: As requested in Section I. 3.a. Qualifications., in this section are we required to describe qualifications of our key personnel or the nurses assigned to the project?
Answer: Yes, the vendor selected would provide a listing of staff available to work within the City of Waterbury.

Question: What are your most commonly requested positions?
Answer: LPN and RN, respectively.

Question: Do you intend to move the candidates to new vendors, if the incumbents are not awarded again?
Answer: The District is not responsible for the nursing candidates choice of employer.

Question: What are any challenges or pain points with the present contract vendors? / Are there any pain points? / Is the City satisfied with the other vendors providing services? / Do you have issues with your current contracted agency(s)? If so, what are your main issues. / Are you satisfied with the incumbent suppliers? If not, what are you unsatisfied with? / Is the district satisfied with the current incumbents?
Answer: The length of time in which vendors have been able to find nursing candidates for assignments has been very challenging, which impacts a student's ability to receive their education. Secondly, both vendors have not had much success in finding substitute nurses when the primary nurse is absent. For the most part, the District is satisfied with its current two vendors.

Question: How are the current services are being procured?
Answer: Via the RFP process.

Question: Apart from the end of tenure, is there any other reason to release this solicitation?

Answer: No.

Question: Is this a new requirement?
Answer: No.

Question: Do you require COI attached to RFP submission? / Do we need to submit Certificates of Insurance? / Does the vendor need to submit a certificate of insurance at the time of proposal, or is it required to be submitted prior to the award? / Insurance -Required with the Bid Document or after Award? "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."
Answer: Yes, provide with your submission. Please follow RFP Guidelines.

Question: How many interviews happen prior to offer?
Answer: Typically, one interview will occur; however it is at the discretion of the District.

Question: How long does it take from submitting a resume to an interview to offer?
Answer: Process varies from 3 - 6 months. However, since this contract must be in place by July 1, 2024 the process will be expeditious.

Question: How many vendors do you intend to award? / How many agencies do you anticipate awarding the 24/25 SY bid to?
Answer: This depends on the Proposals presented and the District's needs. There is no set number of vendors to award.

Question: Please provide the list of all the attachments and forms necessary to attach in the proposal. / Please provide a list of forms required with the bid submission.
Answer: Please follow RFP Guidelines. The document clearly outlines what needs to be submitted at the time of submission.

Question: Do we need to submit Business Licenses with the proposal?
Answer: Yes. Please follow RFP Guidelines.

Question: Are Performance/Payment Bonds applicable for this bid ? / Kindly confirm if bid bonds and performance bonds are not applicable under this solicitation?
Answer: No.

Question: Are state Set-Aside Requirements applicable for this bid or not applicable?
Answer: Not applicable.

Question: Is the district willing to accept mutual indemnification?
Answer: No.

Question: Can the district please provide a list of all required criminal background checks and DCF registry checks?
Answer: The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each nursing candidate prior to placement.

Question: Can the district please require what type of drug screen is required (i.e. 7 panel, 10 panel, etc.)?
Answer: Human Resources requires a 10 panel for new hires. However, The City of Waterbury Civil Service HR does not consider marijuana to be an employment disqualifier except for public safety positions.

Question: Are nursing delegation services requested by the district?
Answer: No.

Question: If yes what is the district's policy on delegated services?
Answer: Not applicable.

Question: What is the highest skill set for 1:1 cases?
Answer: It is difficult to determine, as a case may come in with higher demands than the District had previously provided for; however, at a minimum the nurse must have training in CPR, administration of medications, use of AED, Vent/Trach/G-Tube training and follow student's Seizure and Diabetes protocols/health plans in addition to training required by federal or state law.

Question: Is nursing support on transportation required for any students requiring 1:1 clinical care?
Answer: Yes, it is required for all assignments. Nurses must provide their own transportation to the student's home or school. Parking is the responsibility of the nurse or the proposer. Nurses are not to transport students under any circumstance.

Question: Will all 12 contracted RN/LPNs be used in a 1:1 capacity for medically fragile students? / Can the district confirm that updated medical orders will be provided for all students requiring clinical support?
Answer: Currently, all of our nurses are utilized as 1:1 nurses. Student's medical orders determine nursing needs.

Question: Who is the district's clinical point of contact?
Answer: During the RFP process it is the Purchasing Director. After the RFP process is completed, the Waterbury Health Department Nursing Supervisor is the point of contact for questions outside the purview of the Director of Student Services.

Question: If yes, can the district please confirm that transportation protocol and safety procedures will be provided to the vendor?
Answer: Yes.

Question: What is the average length of the assignment?
Answer: -The school day is up to 6.5 hours plus the time the Nurse will be in transport to and from school equals up to 8 hours. Payment is for work performed and Breaks are not billable.
- Up to 183 School days as determined by the District's school calendar plus an additional 16 to 20 days in the summer if the nurse is providing services to a student participating in Summer School.

Question: Is there any preference for local vendors while evaluating the proposal?
Answer: It is important that vendors can meet the proposal as written.

Question: Please define the number of FTEs working under the current contract. / How many RNs and LPNs are working under the current contract? Also, provide us with the history of their yearly requirements. / What is the current number of FTE professionals being utilized presently to service this contract? a. RN b. LPN
Answer: Currently, 14 Nurses are working under the current contract, the majority being LPNs.. Their yearly requirements are as specified in the RFP, ie. Scope of Service.

Question: Is it required to present references exclusively from instances where we have offered similar services, or is it acceptable to provide references from diverse environments or similar educational clients?
Answer: Yes, current references are required which reflect similar educational clients.

Question: Kindly confirm if only 12 FTEs (RN & LPN) will be required for a 3-year period or if this is an annual requirement?
Answer: Currently, the district is utilizing up to 14 FTE RN and LPNs . Number of required nurses is dependent on student needs.

Question: On page 8, point b, the request states, "Please clarify if the city is requesting case studies where similar services were provided. If so, could you specify the number of contracts required as case studies? If case studies are not required, what specific information does the City seek in relation to the nature of services provided, along with the start and completion dates of each assignment, including whether they were completed within the original contract timeframe and budget?"
Answer: The District will not determine how many case studies are to be submitted by a proposer; however, the RFP states a listing of all completed within the last three years.

Question: On page 8, the instructions state the necessity to furnish information about the services rendered, including their nature, start and end dates, and whether they were completed within the designated timeframe and budget. Is the city looking at this information as a

reference? If so, how many references are needed? Alternatively, is it required to provide references exclusively from the school district where similar services were offered, or could references from similar contexts suffice?
Answer: The District is requesting information regarding services rendered within the last 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. Please refer to RFP page 8; 2a - d.

Question: Is it mandatory to furnish any contracts or purchase orders that the proposer has had with any agency of the City of Waterbury within the last three (3) years, as specified on page 8? Will it affect our evaluation if we don't have any?
Answer: The RFP states to list any contracts or purchase orders in the last 3 years between the proposer or any agency of the City of Waterbury.

Question: Do we need to provide the cost proposal separately?
Answer: YES. Directions are outlined in the RFP.

Question: The RFP states in C.3. "The nurses will work under the supervision of the proposer who will designate at least one person within the proposer who will be assigned to the City and who will respond to any issues or concerns of the City." Is this nurse able to be working with a student as well as function as the supervisor?
Answer: No. The nurse is to function solely as the nurse fulfilling the medical orders for a student.. The Nurse is not to fill the role of a Supervisor.

Question: Does the district utilize paper or electronic charting?
Answer: The proposer will invoice the City monthly and provide backup documentation with the invoice and other documentation as requested by the City. The proposer will be able to accurately track the nurses start and end times and provide verification of hours billed.

Question: It appears you will need 8 sets of proposal documents plus a digital version of the submission package in a CD. It would be great if you would allow us submit this proposal online. We will then need an address where this can be sent. Let us know if this request can be considered.
Answer: NO. Please follow guidelines in RFP.

Question: Can we provide pricing ranges on select disciplines?
Answer: Please follow guidelines as specified in the RFP.

Question: Please clarify Medicare/Medicaid Billing: Will the vendor be required to bill Medicaid with direct reimbursement going to the vendor through the vendors Medicaid billing number, if applicable? Or will the vendor be required to enter Medicaid billing through the districts billing documents for the district to be reimbursed directly by Medicaid, if applicable?
Answer: The vendor will be required to bill through the District's billing documents for the District to be reimbursed by Medicaid directly. The district uses an electronic system approved

through the State of CT (CT-SEDS). The selected vendor would receive training and enter Medicaid hours directly into this system for the district to receive Medicaid directly.

Question: Are orientation and meetings billable?
Answer: No. The vendor would have to compensate their employees outside of the contracted hours for orientations and meetings. The City will only compensate the hours in which students receive services, or as per negotiated in the final contract with the vendor.

Question: Can the vendor bill separately for the Clinical Supervisor? What is the expectation of the amount of time the clinical supervisor is available for the district?
Answer: No, the Vendor can not bill separately for the Clinical Supervisor.

Question: Are billing hours rounded to the 15 minute mark or billed as minute for minute?
Answer: Billing hours are billed as minute for minute.

Question: Please clarify hours and meal breaks expectations. Will nurses clock in/out for lunch (i.e. 30 minute unpaid lunch?)
Answer: Nurses are paid for time worked. Breaks, including lunch, are not billable.

Question: Will the issued PO be staff/ discipline specific or will it be a lump sum amount?
Answer: The PO will be staff and discipline role specific with hours worked per date listed.

Question: How long have the incumbent suppliers held this contract?
Answer: Current vendors have been suppliers for at least the last 2 cycles of RFPs.

Question: What is expectation and frequency for replacing a candidate that is ill/calls off?
Answer: It is the District's expectation that a nurse who calls out sick will have a candidate in its place for the next working day.

Question: Does the district fingerprint and badge?
Answer: The Vendor is responsible for the following:obtaining prior satisfactory criminal background checks, Department of Children DCF registry check, Fingerprinting and providing their vendors with an agency picture Identification card.

Question: How long once confirmed does the process take for the clinician to start?
Answer: The date of confirmation is expected to be awarded on or before June 30, 2024 with a start date of July 1, 2024.

Question: Please clarify the reporting structure for Supervision of contract staff within the district?
Answer: The vendor is the direct supervisor of the contracted staff. Within the district the Director of Pupil Services and/ or designee will be the direct contact for the agency.

Question: Does the district provide student logs, documentation forms, etc?

Answer: Vendors may be responsible to provide laptops and/or other electronic equipment to their staff as well as work log and daily assignment sheet to document daily student progress and medical orders, as appropriate.

Question: Please clarify: Under H. Conditions 6, it specifies that the proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Does this apply to the nurses that will be placed with the district? We cannot guarantee that the nurses we have available now will be available upon award. Does this also apply to the Clinical Supervisor and/or Internal agency staff that will be responsible for communicating with the district.
Answer: As stated in the RFP, the persons assigned to the project must be identified. If personnel were to change the district would need to be contacted immediately with the replacement's contact information.

Question: Would you accept bids from a Staffing Agency?
Answer: No.

Question: Please clarify regarding the provision of supplies: does the district provide any PPE, laptops, printers, office space, protocols, documentation, etc? / Can the district please describe any/all supplies and materials that contracted vendors are expected to provide?
Answer: Vendors may be responsible to provide laptops and/or other electronic equipment to their staff as well as work log and daily assignment sheet to document daily student progress and medical orders, as appropriate.
The District will not be responsible for supplies with the exception of PPE.

Question: Do you accept new graduates if the vendor provides mentorship?
Answer: As stated in the RFP, candidates must be licensed and qualified LPNs or RNs. As stated in the RFP, nurses should have experience in a school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans, instructions from health care providers and individual education plans.

Question: Will a single or multiple vendors receive an award? / How many vendors does the district expect to award a contract to for the services requested in this solicitation?
Answer: This is dependent on the proposals and the vendors ability to meet District needs and requirements.

Question: Do you accept DocuSign for original signatures?
Answer: Yes.

Question: Will the district be responsible for supervising contracted staff?
Answer: No.

Question: How many vendor requested openings remained vacant for the 23-24 school year?

Answer: None as related to this RFP.

Question: How many of the cases will require nurses with Vent/Trach/G-Tube training?
Answer: Typically, 2/3 or more of the cases require a nurse with Vent/Track/G-Tube training.

Question: Will any of the RN/LPN be assigned to a health room?
Answer: No. This position is for a Nurse in an educational setting/classroom.

Question: Can the district please describe the supplies and materials that contracted providers will have access to at the district? (wifi, computer access, testing material, office supplies, etc.)?

Answer: The contracted provider will have access to wifi and office supplies.

Question: Is the district willing to accept deviations from the terms listed in this solicitation and/or the contract?
Answer: No deviations to terms are acceptable.

Question: Will contracted staff be included in professional development days? If so, are these hours billable?
Answer: Contracted staff are not typically included in professional development days.

Question: Can the vendor incur any penalties or be liable for any damages for not having a contracted provider available upon your school's request in a timely manner OR would your school terminate the RFP contract with the vendor?
Answer: Discussed in RFP.

Question: Will the district pay for mileage traveling between school campuses on the same day? If so, is it the IRS standard rate, or is it dictated by the district?
Answer: No.

Question: Is the district or contracted agency responsible for training staff (i.e. CPI training/QBS training)? If the contracted agency is responsible, is this billable to the district?
Answer: The District is not responsible for specialized training of contracted vendors.

Question: To ensure we identify nurses with proper skill levels and experience, when can we anticipate receiving student clinical details?
Answer: Identified nurses should be certified in AED,CPR, Vent/Trach/G-Tube training as well as Seizure and Diabetic protocol. District would need to get signed consent/HIPPA Release prior to sharing medical information with a newly vetted vendor.

Question: Will the selected agency be responsible for coordinating and supplying student plans of care/IHCPs?

Answer: The selected agency should share its HIPPA Release so the District can obtain permission for the agency to contact parent and student's medical providers.
It is the agency's responsibility to coordinate obtaining a student's plan of care/IHCPs with the student's medical provider.

Question: Section H, item 6: What is the city's process for approving replacement personnel?
Answer: Answered in RFP Section G. item 6.

Question: Why is the district utilizing a solicitation for the services requested in this bid?
Answer: The District is following the City's Procurement Ordinance.

Question: Can the district please provide points or percentages associated with the evaluation criteria used for determining the award?
Answer: Refer to the language in the RFP that the evaluation criteria is a guide and not necessarily all inclusive. The selection committee will determine the points and percentages.

Question: Will the district review other SPED service classifications if submitted with the vendor proposal?
Answer: No. This RFP is for Nursing services only.

Question: What are the district expectations of contract providers to assist in Medicaid reimbursement documentation services?
Answer: Each nurse shall provide timely and complete reports including nursing notes to Waterbury staff and provide to the Pupil Services Data Manager medicaid documentation in a form and manner acceptable to the District which is in compliance with the State of CT Department of Social Services.

Question: Can the district please clarify the maximum weekly allowable hours approved for providers requested in this solicitation?
Answer: School hours run up to 6.5 hours per day plus bus to and from school not exceeding a total of 8 hours.

Question: Can the district please clarify who will provide oversight/supervision of contracted clinical personnel?
Answer: The proposer/vendor will ensure assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City and will further provide training and supervision to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned.

Question: Will the awarded vendor take over any payrolling of incumbent candidates?
Answer: No, the incumbent vendor would be responsible for sending any outstanding invoices.

Question: What is the expectation and frequency for on-call needs?

Answer: There are no on call needs. Nurses will be assigned a set shift. The vendor would be responsible for ensuring the shift is filled on a daily basis.

Question: Are temporary staffing services required from the vendor, or is it mandatory for them to provide training services for each nurse?
Answer: The vendor must fill any vacancies if an assigned nurse calls out. It is the responsibility of the vendor to have back-up nurses trained and ready to fill any call outs that may happen.

Question: How many resumes are needed per job title?
Answer: A resume per every potential LPN or RN candidate posed to the City of Waterbury as a candidate would need to be presented prior to placement for consideration.

Question: Please provide a copy of the proposals from all current vendors providing staffing services, including rate/cost sheets.
Answer: This question will be answered via the City of Waterbury GovQA/FOIA portal under Reference Number R002896-031924

Question: What is the annual spend that is projected for the contract?
Answer: Projected annual spend will be determined by District needs and RFP negotiations.

Question: What is the total spend per incumbent for the past 12 months of this contract?
Answer: Total Spend for ' 22-'23 was $367,019.

Question: What was your district's agency spend on Nursing services for 23/24 SY?
Answer: Thus far the District has spent $325,000 on Nursing services.

Question: What is the total spend per incumbent for the duration of the previous contract? / Please specify previous spending. / What was the previous spend on this contract? /
Answer: Total spend per incumbent: Contractor 1 up to $ 1,671,848 and Contractor 2 up to $928,000.

Question: What is the new budget for year for this RFP? / What is the estimated budget for this RFP? / What is the total budget/expenditure allotted for this RFP?
Answer: This would be a negotiated rate between the selected vendor and the City of Waterbury.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
#8047
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION

Special Education Nursing Services

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

Approximately 12 registered, licensed and certified Nurses (RNs) or Licensed Practical Nurses (LPNs) who will provide individualized school based nursing services to students with disabilities ages 3-21 pursuant to the students' individual education plans (IEPs) and individual health care plans (IHCPs) or other medical/nursing instructions or plans provided by the students' health care providers, and other related work for a three-year period commencing on or about July 1, 2024 through June 30, 2027.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the three-year period above from reliable, licensed, experienced, professional proposers to provide nursing services and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate in school as set forth by the student's individual education plan (IEP) and the student's individual health care plan (IHCP) or health provider. The City reserves the right to assign nurses to the students based on the student's needs and the needs of the Waterbury School District.

B. Qualifications

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

1. Experience and expertise in providing RNs or LPNs, for the types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students with disabilities ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Insures staff compliance with federal and state laws and regulations, staff adherence to nursing practice standards and staff competence in providing the services outlined in the scope of services.

4. Evidence of sufficient staff of experienced, licensed and qualified RNs or LPNs to provide to the City upon request without delay to fill its immediate and changing needs.
5. The vendor's RNs and LPNs have experience in a school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans, instructions from health care providers and individual education plans.
6. The vendor and its RNs and LPN's have experience establishing effective communication systems with families to obtain prior notice of student absences or other changes in school attendance.
7. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of nursing services to students with disabilities. The proposer will also provide retention/turnover rates of RNs and LPNs.
8. The Proposer will insure that assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City immediately upon request. The proposer will further insure that they will provide training to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned.
9. The proposer will insure each nurse has training in CPR, administration of medications and use of the AED in addition to training required under federal or state law.
10. Each nurse provided must follow City and School District procedures, guidelines and other requirements as set forth by Waterbury School District representatives. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each nursing candidate prior to placement.
11. Each nurse shall provide timely and complete reports including nursing notes to Waterbury staff and provide to the City Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant laws.
12. The proposer will be responsible for the direct clinical supervision of the nurses provided to the City.
13. The proposer will invoice the City monthly and provide backup documentation with the invoice and other documentation as requested by the City. The proposer will be able to accurately track the nurses' start and end times and provide verification of hours billed.

C. Scope of Services

1. The proposer agrees to provide approximately 12 nurses to provide school based individualized nursing services to students, ages 3-21, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable. All hours billed must be for school based nursing services performed for the City during school hours,

and on the bus if required to travel to school with the student, on days the school is in session and the student is in attendance.

2. Nursing services must be provided by CT licensed, certified and qualified RNs or LPNs without delay to fill the immediate and changing needs of the Waterbury School District. The proposer will insure that all nurses working in the Waterbury School District have had satisfactory criminal background checks, drugs tests and DCF registry checks as required under law and will provide the City proof upon request.
3. The nurses will work under the supervision of the proposer who will designate at least one person within the proposer who will be assigned to the City and who will respond to any issues or concerns of the City. Each nurse will be assigned a student or students and other related responsibilities. They shall participate in planning and placement team meetings for individual students, write goals and objectives for the student's IEP, communicate with the student's health providers as necessary and provide other related services at the District's request.
4. The City currently provides nursing services to approximately 10 students. The nurse may work with one or more students based upon the students' individual health care plans. Students are primarily located in Waterbury schools. If authorized by Waterbury staff, nursing services may be needed at out of district facilities or if the student is receiving homebound instruction. Work hours consist of the hours the student is in school and include the transportation time if the nurse is riding the bus with the student for up to 7.5 hours per day. The nurse must be on time for the bus departure with the student.
5 Nursing services are needed for each school day following the school calendar of up to 181 days and for extended school year services for up to an additional 20 days in the summer. The nurse must provide their own transportation to the student's home or school. Parking is the responsibility of the nurse or the proposer.
6. The proposer will supervise its nurses and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's nurses will maintain nursing notes and other records as required by the City and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards.
7. Each nurse shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District, which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.

9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant nursing materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be ____July 1, 2024 – June 30, 2027_____.

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 review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received by **2:00 PM on March 15, 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 19, 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 Waterbury Department of Education, Department of Special Education.

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

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

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

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

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

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

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Professional Service Agreement in Attachment B.

15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 8 through 10.

16. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP

may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and ***(7)*** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on March 26, 2024*.*** **Proposals received after that time shall <u>not</u> 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. <u>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</u>.

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. <u>Proposer Information</u>: 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. <u>Experience, Expertise and Capabilities</u>

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

    Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single **hourly rate for an RN and a single hourly rate for an LPN, for each year for three years,** for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. In addition, the proposal shall include an hourly rate a RN and an LPN for accompanying the student on the bus or van without the need for services before or after the transportation. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

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

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

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 H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

d. Time, Project and Cost Schedule**.** Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

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.

REQUEST FOR PROPOSAL
#8047
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION

Special Education Nursing Services
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**
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:	**$3,000,000 each Occurrence** **$3,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**
Abuse/Molestation Liability:	**$1,000,000 each Occurance** **$1,000,000 Aggregate** **(Applicable to Contractors working directly with Youth/Minors)**

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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

COST SCHEDULE - BAFO

SSG will provide the following services at **no cost** to the WPS:

- Dedicated **Triad** team that works together to deliver the highest level of service and support to the District and the students served
- ASHA, AOTA, NASP, and ACE approved courses for your clinicians and staff three times per year through our proprietary LMS (Learning Management System), Bridge Academy
- Ongoing clinical management and support to each SSG clinician assigned to the District
- Training and development provided by experienced school-based clinicians
- Access to our ***Pathways to Success Program*** for every SSG clinician including:
    - Foundations Mentoring Program
    - Bridge Academy Continuing Education and Training Program

SSG typically works with school districts on a per hour basis. The hourly rate is an all-inclusive, and only applies to the hours that the therapist is working. Time off, holidays, sick time and lunch are not billable and SSG will not invoice WPS for these time periods.

SSG is a company owned and operated by special education professionals. Our goal is to provide the best possible Special Education Services in the most cost-effective way. We understand the budgetary constraints put on schools, and we do our best to keep our rates as low as possible.

LPN	**Hourly Rate**
2024-25	$59.00
2025-26	$61.00
2026-27	$63.00
RN	**Hourly Rate**
2024-25	$69.00
2025-26	$71.00
2026-27	$73.00





THE STEPPING STONES GROUP

Transforming Lives Together

The Stepping Stones Group

Request For Proposal # 8047

Special Education Nursing Services

The City of Waterbury, Department of Education

Authorized Representatives

Ty Perry, Client Services Manager
225 West Washington Street, Suite 1140
Chicago, IL 60606
ty.perry@ssg-healthcare.com
317-791-2448

Secondary Contact

John Gumpert
Director of Contracts & Proposals
k12ops.bids@ssg-healthcare.com

Opening Date: March 26, 2024

Respectfully Submitted

THE STEPPING STONES GROUP
Transforming Lives Together

March 19, 2024

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

Mr. McCaffery,

In response to your Request for Proposals, The Stepping Stones Group (SSG) is pleased to present its proposal for theprovision of Special Education Nursing Services for The City of Waterbury and Waterbury Public Schools (WPS). We would like to express our sincere and earnest interest in providing these services for your students as part of their Individualized Education Programs.

With over 35 years of experience and expertise, The Stepping Stones Group is a trusted market-leader in providing special education, therapeutic, nursing, and behavioral health services for school systems throughout the United States. We are comprised of over fifteen trusted, long-standing, and mission-driven organizations that offer a variety of special education solutions. Our family of brands includes well-known school-based providers like Cobb Pediatric Therapy Services, Cumberland Therapy Services, and EBS Healthcare. Through our collective family of brands and continued growth, we now serve more than 1,100 public school systems, charter schools, and private learning centers, and we employ more than 9,000 therapy, behavioral health, nursing, and education professionals nationwide.

Our organization has experienced tremendous growth over the past three years. We have combined the management and recruitment expertise of ten companies, along with clinical resources, professional development, mentoring, and employee benefits. We have maintained a 92% retention rate, leading to consistent and reliable staffing for our school partners. The Stepping Stones Group is uniquely qualified to continue meeting the needs of WPS. We already have the knowledge of the district's policies and procedures as well as the experience and capabilities to provide WPS with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students.

The Stepping Stones Group is uniquely qualified to meet the needs of WPS. We have the experience to recruit qualified, licensed providers and the capabilities to provide the District with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students. If you should have any questions or require additional information, please feel free to contact me directly, and we appreciate your consideration.

Sincerely,

John Gumpert
Director of Contracts & Proposals
p. 610-517-0063
e. john.gumpert@ssg-healthcare.com
www.thesteppingstonesgroup.com

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THE STEPPING STONES GROUP
Transforming Lives Together

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COMPANY BACKGROUND

The Stepping Stones Group offers a robust 35-year history of providing therapeutic, behavioral health, nursing, and special educational services for school systems. Since our beginnings in 1989, we have become the nationally recognized leader in serving school districts and have made the INC 5000 list over 10 times. We are a Limited Liability Company (LLC) based in Massachusetts and registered in Delaware with a business license in Connecticut. We also have additional corporate hubs in California, Georgia, Illinois, Indiana, New York and Pennsylvania.

We currently have over 9,000 clinicians and educators providing services for over 1,100 public school districts, charter schools, and private learning centers in more than 45 states. We have unparalleled experience in delivering best practice therapeutic and behavioral health solutions to children with special needs and autism. In addition to recruiting highly qualified staff, we provide clinical management, comprehensive training and orientation, and ongoing monitoring for our clinicians.

Our Mission and Core Values

Our company was founded with the singular mission of transforming the lives of children, families, and communities together through our exceptional therapeutic, special education and behavioral health services. We have a strong commitment to our core values, as they are the true heart of our company culture:

- **Trust:** Respectful and loyal in our actions
- **Integrity:** Honest, ethical, and fair in our activities
- **Results:** Striving to exceed expectations
- **Quality:** Excellence in everything we do
- **Community:** Working together to improve a child's future
- **Inclusivity:** Welcoming everyone to join our mission in transforming lives together

A passionate adherence to these guiding beliefs continues to shape how we serve our employees, our clients, and the broader community.

CONTACT INFORMATION

Name	The Stepping Stones Group, LLC
Main Office	225 West Washington Street, Suite 1140, Chicago, IL 60606
Date Started	Formed in 1989. Official Name Change - December 31, 2020
Type	Limited Liability Company. Incorporated in Delaware
Contact	Ty Perry, Client Services Manager
Email	ty.perry@ssg-healthcare.com
Phone	(317) 791-2448
Website	www.thesteppingstonesgroup.com

PRINCIPAL MEMBERS OF ORGANIZATION

Timothy Murphy, CEO
Anthony Rintalla, President
Ty Perry, Client Services Manager for Nursing (main contact for this project)
Please see further information on reporting relationships within this response under "Additional Data"

a. PHILOSOPHY STATEMENT AND BUSINESS FOCUS

SSG is passionate about helping students in need across the country. We engage with school districts, educators, and parents to understand students' unique challenges and provide special education solutions. We leverage our longstanding history, national leadership, regional experience, and expansive professional network to effectively provide therapeutic and behavioral health services for our school district partners.

We understand and are qualified to meet and exceed the requirements set forth in the Waterbury Public School's RFP for Special Education Nursing Services. We are involved, accountable partners with our school district clients, and we work each day with that partnership - and our responsibility to ensure the quality and reliability of our clinicians and services - at the center of our activities. We believe we have the necessary experience and qualifications to continue fulfilling the needs of Waterbury Public Schools.

WHO WE ARE

SSG is the nationwide market leader in providing therapeutic, nursing, and behavioral health services for children with special needs.

- ***Our mission***: *Transforming the lives of children, families, and communities together through our exceptional therapeutic and behavioral health services*
- ***Commitment to our Core Values***: Trust, Integrity, Results, Quality, Community, Inclusivity
- ***Dedication to our client relationships***: Our 35-year history working closely with our district partners is the foundation of our organization.
- ***Stepping Up for a Cause***: SSG is intentional about serving its communities, and we believe small acts make big differences in the lives of people where we live and work. We are committed to giving back to the communities that we serve through our philanthropic efforts.
- ***Inclusivity***: Our Diversity & Inclusion Council focuses on bringing about a more equitable environment to enable all employees to feel welcomed and included for their unique talents and contributions.

WHY SCHOOL DISTRICTS TRUST US

- ***We Know School Districts:*** We are the largest provider of school-based therapeutic and behavior support services nationwide, serving over 9,000 students in over 1,100 districts.
- ***Quality is Our Priority:*** We utilize an engagement and communication platform to enhance our employees' experiences and to monitor their fulfillment with their positions. This allows the team to stay informed of potential issues and fix potential problems early.
- ***Our Experience:*** We have specialized in serving school systems for 34 years and are working to positively impact the lives of more than 2.1 million children. We have been providing school-based services to Connecticut school districts since 2005, and we currently have over 160 clinicians working across the state.
- ***Our Dedication:*** We make sure our clinicians have the resources to do their job effectively so that your students are served appropriately. We ensure quality services and provide an experienced clinical leadership team.

HOW WE ARE DIFFERENT

- ***Clinical Quality:*** Every clinician is managed by an experienced school-based clinician, not by someone in HR. Our operational leadership consists of licensed clinicians and educators whose support and mentorship promotes best practices and ensures that our staff members are successful in their district assignments.
- ***District Professional Development:*** We offer continuing education to your District. Each school year, we will offer your District and your employees exclusive access to ACE, NASP, ASHA, AOTA, Nursing, and APTA approved courses three times per year at no additional cost.
- ***Training and Development:*** We provide our staff with continuing education, training, resources, and mentoring through our professional development program, ***Pathways to Success.***
- ***Our Employees, Not Independent Contractors:*** Our clinicians and educators are our employees, not independent contractors. As a result, we are able to exercise higher levels of accountability and expectations in the provision of services.
- ***Personalized Team Approach:*** We provide a dedicated **Triad** team (Clinical Manager, Client Services Manager, and Career Services Manager) that works together to deliver the highest level of service and support to the District and the students served.
- ***Clinician Retention***: Our Net Promoter Score is rated as Excellent for our industry. The Net Promoter Score is a measure of how likely our clinicians are to recommend us to someone else. With such a high rating, our clinicians are more likely to return year after year, which results in reduced turnover.

OUR COMMITMENT

Together, we are transforming the lives of children and families, improving the quality of therapeutic and behavioral services, and joining with like-minded therapists, clinicians, and educators in order to have a greater impact in our communities. Our passionate leadership team and expansive clinical support network ensure the delivery of the highest quality therapeutic and behavioral health services to the District.

Family of Brands

The Stepping Stones Group grew from a simple belief: That every child is born with a special set of gifts. Throughout our history, we have partnered with ten mission-driven organizations that share in our vision. Our dynamic leadership team and expansive clinical support network ensure the delivery of the highest quality therapeutic and behavioral health services nationwide.



COMMITMENT TO DIVERSITY & INCLUSION

The Stepping Stones Group is committed to diversity and inclusion. As a socially conscious employer driven by purpose, we welcome all people who have the heart to join us in our mission to transform lives together. Our Diversity & Inclusion Council focuses on bringing about a more equitable environment to enable all employees to feel welcomed and included for their unique talents and contributions. We celebrate the diversity of our colleagues and believe that by listening, learning, and empathizing with each other's life experiences we become a stronger organization.

b. SUMMARY OF RELEVANT EXPERIENCE

SSG has been providing school based special education services for over 35 years to school districts nationwide. In that time we have developed extremely strong partnerships with hundreds of school districts by aligning our services with the goals of the district with which we are working. In many of these relationships, SSG has become the sole provider of special education services to the respective district with extremely successful results. The more SSG is engaged with Waterbury, the more we will be able to put back into the district in the form of management, value added services, professional development, support and training.

SSG works with school districts of every size and scope across the country. Our total solutions approach to implementation and management provides a unique and tailored program for every school district we partner with. SSG works with hundreds of school districts both large and small and listing the details of each would become quite lengthy. The following is information on a few of the school districts in urban areas that SSG partners with and provides similar services to. For additional information please do not hesitate to contact our national office.

Relevant Work Experience

SSG has the experience and capabilities to provide continue to provide WPS with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students. The projects described below attest to the success of some of our other current special education, therapy, and behavioral programs and the strength of our district partnerships, as well as our continued retention and growth.

Newark Public Schools

Address:	2 Cedar Street, Newark, NJ 07102
Enrollment:	40,500 students
Services:	Speech Language Pathology, Occupational Therapy, Physical Therapy, BCBA, Paraprofessionals, and Social Workers
Status:	We currently have 45 clinicians providing services in the district.
Years:	2015 – present

Project Description:

Our organization was chosen to provide PT, OT, and Speech services for Newark Public Schools (NPS) in 2015. As part of a commitment to quality and appropriate staffing levels, our Clinical Manager and Client Services Manager have quarterly meetings with the district. In 2015, we started with five related staffing professionals in NPS, and we have grown to 45 therapists for the 2022-23 school year, with a retention rate of 90% at this district. We have supported the district with its initiatives, and as a result, NPS has met the requirements and is now under local control. NPS relies on our organization to provide services during the school year and ESY.

We have provided a district-level Clinical Manager, Vidya Parekh, MS, CCC-SLP, to provide clinical support to the related service staff in NPS. Vidya works closely with the clinicians and new graduates, providing

effective leadership and mentoring to ensure their success in the district. She also has regular communication with the district Special Education Manager to attend to their needs immediately. Vidya works as a liaison between the district and SSG to ensure timely and accurate submission of billing and SEMI compliance. She also conducts and arranges training and professional development sessions to help the therapists grow clinically. Vidya started with one administrative day and four therapy days and has grown to five full administrative days, which makes it more conducive for her to respond to the district and the therapists immediately.

Our association with NPS has grown over the years, and we continue to provide optimal service to the district. As of the 2020-21 school year, the district also requested our assistance to provide BCBAs, Paraprofessionals, and Social Workers, in addition to the other disciplines we provide on a regular basis.

Christina School District

Address: 600 N. Lombard Street, Wilmington, DE 19801
Enrollment: 14,000 students
Services: School Psychology, Board Certified Behavior Analysts, Paraprofessionals, Speech Language Pathology, Behavior Support Specialists
Status: We currently have 40 clinicians providing services in the district.
Years: 2013 – present
Project Description:
In 2013, our organization was chosen as one of three vendors to provide School Psychology services for the district. We have provided a Client Services Manager to oversee the account. She visits the district two times per year and is always available to respond to any district needs. Due to the pandemic, she is now visiting the district via virtual meeting and will be doing so on a monthly basis moving forward. We have a 90% retention rate year over year, and we currently have 40 clinicians providing School Psychology, Speech Language Pathology, Behavior Analysis, and Paraprofessional services in the district.

We have also provided a district-level Clinical Manager, Brittany Zehr, Ed.S., NCSP, to lead, support, and mentor the clinicians within the School Psychology department since 2013. Brittany is the President of the Delaware Association of School Psychologists. She works closely with new graduates to ensure their success in the district. She has also conducted on-site CE courses for all School Psychology staff at Christina School District. Brittany has:

- Provided materials and facilitated a book study regarding having difficult conversations
- Conducted training for non-school psychologists regarding manifestation determinations
- Provided on-demand CPDs from NASPs online learning center, which have included:
  - Addressing School Refusal and Truancy, Distinguishing Emotional Disability and Social Maladjustment: Law into Practice
  -"I can't get in trouble for one little e-mail, can I?"- What School Psychologists Need to Know about Law and Electronic Communication

Perth Amboy Public Schools, New Jersey

Address: 178 Barracks Street, Perth Amboy, NJ 08861
Enrollment: 11,200 students
Services: Speech Language Pathology, Occupational Therapy, Physical Therapy, School Psychology, Behavior Therapy Services
Status: We currently have 18 clinicians providing services in the district.
Years: 2015 – present

Perth Amboy Public Schools selected SSG in 2015 as the sole provider over other therapy vendors that had been providing the district speech and related services for almost 20 years, when they saw the commitment to aligning with their initiatives for more effective and cost-efficient practices. Since then, SSG has been approved annually, during the tenures of three different Directors of Special Services, because of results achieved in movement toward inclusion and overall reduction of related services. Clear communication and collaboration with the district staff, especially the teachers and case managers, helped them understand the criteria for eligibility and the challenge of scheduling all related services: speech-language therapy, OT and PT for children, especially very young children. With disabilities like autism, transitions from the classroom to the therapy room could cause major behavioral outbursts. Moving the therapy into the classroom helped the teachers and paraprofessionals learn techniques and strategies that they could use all the time, resulting in a decrease in direct services. SSG helped the district implement Sensory Corners in select buildings for every self-contained special education classroom, used whenever the students needed calming or sensory stimulation. SLPs, OTs, and PTs led collaborative sessions in the classrooms demonstrating the use of the equipment so that teachers and aides could continue when the therapists were in other classrooms.

SSG aligned efforts with the district's initiatives to ensure that staff was trained to use therapy strategies. SSG led workshops on topics such as: data collection; AAC; fluency intervention; and interdisciplinary collaboration. SSG provided training for district general education and special education teachers on effective methods of co-teaching and also provided training for all the district's paraprofessionals on how to effectively work with the teachers in the classroom.

Haddonfield Public Schools

Haddonfield Public Schools
Growing in Excellence

Address:	1 Lincoln Ave., Haddonfield, NJ 08033
Enrollment:	2,000 students
	Services: Board Certified Behavior Analysts, Behavior Technicians, Paraprofessionals
Status:	We currently have 31 clinicians providing services in the district.
Years:	2020 – present

Project Description:
Since 2020, The Stepping Stones Group has provided behavioral services to the district for BCBAs, BTs, and paraprofessionals. SSG has provided an on-site Lead Paraprofessional, who manages the substitute process, assists with administrative tasks, and liaisons with the school district. SSG has provided district staff training on Executive Functions in the Classroom for district paraprofessionals. SSG has provided Parent Workshops on:

- What is ABA?
- Executive Functioning and Your Child
- Mindful Parenting

REFERENCES AND PROJECTS OF A SIMILAR NATURE

Name & Location	Stamford Public Schools 888 Washington Street, Stamford, CT 06901
Services	We are an approved vendor to provide BCBA, RBT, SLP, OT, PT, School Psychologist and Special Education Teacher services. We also manage the district's behavior classrooms
Contact Name & Phone Number	Mr. Wayne Holland, Director of Special Education (203) 249-4100; WHolland@StamfordCT.gov
Dates and Budget	2008 to present – Budget $3M per year

Name & Location	Newark Public Schools 2 Cedar Street ,Newark, NJ 07102
Services	SLP-CCC, SLP-CF, OT, and PT services
Contact Name & Phone Number	Marilyn Mitchell, Deputy Executive Director of Special Education mmitchell@nps.k12.nj.us , 973-733-7314
Dates & Budget	2015 to present - Budget Approximately $3M per year

Name & Location	William Penn School District 100 Green Avenue Annex, Lansdowne, PA 19050
Services	We are an approved vendor to provide BCBA, RBT, SLP, OT, PT, School Psychologist and Special Education Teacher services. We also manage the district's behavior classrooms
Contact Name & Phone Number	Ms. Geana Germana, Director of Related Services (215) 313-3852; ggermana@wpsd.k12.pa.us
Dates and Budget	2019 to Present – Budget Approximately $3M per year

Name & Location	Christina School District 600 North Lombard Street, Wilmington, DE 19801
Services	We are the primary provider of SLP and related services to the district including BCBA, RBT
Contact Name & Phone Number	Dr. Tara Needham, Supervisor of Special Education (302) 552-2717; tara.needam@christina.k12.de.us
Dates and Budget	2013 to Present – Budget Approximately $5M per year

Name & Location	Coatesville Area School District 3030 C G Zinn Road, Coatesville, PA 19372
Services	SSG is providing SLP, SLP-CF. OT, PT, BCBA, BT, RBT, BSS, Paraprofessional/Educator, Restorative Practices Coach, Wilson Reading Teacher, General Education Teacher, and School Psychologist (teletherapy) services for the 2022-2023 school year.
Contact Name & Phone Number	Brenda George, Director of Pupil Services georgeb@casdschools.org, 610-938-1672
Dates and Budget	2017 to Present – Budget Approximately $3M per year

All Projects listed above were completed in the original timeframe established

SSG is currently working with The City of Waterbury, Department of Education on three contracts. SSG is currently contracted to provide Registered Behavior Technicians, Board Certified Behavior Analysts and Speech Language Pathologists to Waterbury Public Schools.

c. PERSONNEL LISTING

Ty Perry, Client Services Manager
Denine Kohl, MSN, RN, NCSN

LPN
Cheninita Barret
Emily Whipple
Heather Taylor
Jacqueline Lucas
Larnise Nunley
Sky Glenn

RN
Alicia Brazee
Diane Kreuter
Julymar Espinal
Victoria Lyons
Zinatu Ali
Zuliam Guzman

d. CONFLICT OF INTEREST

The Stepping Stones Group, LLC has no business, financial or personal relationships with The City of Waterbury that may cause a conflict of interest for this project.

a. QUALIFICATIONS

Experience of the Firm

Our professionals are licensed and certified in the states in which they are assigned, have specialized training and experience in special education, developmental disabilities, pediatric rehabilitation, and/or mental illness, and work within the framework of IDEA, the ethical best practices of their disciplines, local District guidelines, and state and federal law. We will ensure that our clinicians and educators comply with the terms and conditions regarding licenses and certificates, fingerprinting, Medicaid service records, and all District rules and regulations.

SSG has reviewed the Qualifications outlined in the RFP instructions, and we agree with all requirements and terms. We will recruit highly qualified clinicians who will meet the District's qualifications. We will also ensure that they perform all duties listed in the Scope of Work, including providing direct and indirect services, conducting evaluations, participating in IEP meetings, writing reports, coordinating with parents and staff, and following District procedures.

The clinical culture within SSG revolves around providing educationally relevant services and implementing strategies and best practice techniques to address the students' IEP goals.

SSG is committed to providing the most qualified and professional personnel to carry out the services needed by Waterbury Public Schools. We ensure SSG clinicians have extensive experience working with children, excellent communication skills and the ability to work independently as well as part of a team. We provide initial onboarding training as well as ongoing trainings for all areas of professional development. Please see below for the specific qualifications for the positions requested:

Nursing Services

School Nurse:

The school nurse will provide health services for the general and special education program as well as insuring compliance of student's immunization. They will assemble, organize and maintain records, files and supplies related to the health of general and special education students. The school nurse will test and record vision, hearing, height and weight of students. The nurse will conduct health related in services for staff and/or students as needed. They will serve and work cooperatively as a multi-disciplinary/IEP team member throughout the district as well as maintain, complete and submit Medicaid paperwork in a timely manner.

The SSG school nurse will provide direct care to students, either as the nurse for school, or as a 1:1 nurse working with a specific child. The school nurse will provide care for injuries and acute illness for all students and long-term management of students with special health care needs. Responsibilities include assessment and treatment within the scope of professional nursing practice, communication with parents, referral to physicians, and provision or supervision of prescribed nursing care. EBS nurse supervisors will help develop individualized health care plans for students with chronic conditions, and when appropriate, an emergency plan is developed to manage potential emergent events in the school setting (eg, diabetes, asthma).

As an educational company strictly working with school districts, SSG understands the importance of the Least Restrictive Environment on a student's ability to learn. Children with special health needs are

included in the regular school classroom setting as authorized by federal and state of Connecticut laws. As a leader of the school health team, the SSG school nurse will assess the student's health status, identify health problems that may create a barrier to educational progress, and develop a health care plan for management of the problems in the school setting. The SSG school nurse ensures that the student's individualized health care plan is part of the IEP when appropriate, and that both plans are developed and implemented with full team participation, which includes the student, family, and pediatrician.

The SSG school nurse will also promote a healthy school environment. It will be the responsibility of the SSG nurse to provide for the physical and emotional safety of the school community by monitoring immunizations, ensuring appropriate exclusion for infectious illnesses, and reporting communicable diseases as required by law. The SSG school nurse will also provide for the safety of the environment by participating in environmental safety monitoring (playgrounds, indoor air quality, and potential hazards). The SSG school nurse will also coordinate with school counselors in developing suicide prevention plans. In addition, if WPS determines that drug testing is a part of its program, SSG school nurses will be involved in school district and community planning, implementation, and ongoing evaluation of this testing program if requested by SSG.

The SSG school nurse will act as a liaison between school personnel, family, health care professionals, and the community. The SSG school nurse will be one of the health experts on the IEP and 504 teams for each student that requires it. As the case manager for students with health problems, the SSG school nurse will make certain there is adequate communication and collaboration among the family, physicians, and providers of community resources. The SSG school nurse will also become involved with the community they live and work in. They will connect with local community organizations and primary care physicians to make the community a healthy place for the children and families they serve.

SSG will stay in contact with WPS on a regular basis and will be available to the district at any time. SSG has school based consultants and nursing managers available in Connecticut 24 hours per day, seven days per week for reliable communication. Our consultants, regional directors and coordinators are available to meet with WPS at the convenience of the district.

Staff

SSG national and regional directors are among the top therapists in their fields. Many have led school districts of their own as well as participated in key roles with NASN (National Associate of School Nurses) the governing body that sets the national standard for best practices. SSG maintains an extensive clinical support team consisting of former special education directors, therapists, teachers, and university professors that effectively become an extension of your team.

SSG staff is trained and knowledgeable in the educational versus medical model of therapy. In addition, SSG leadership and support team are experts in providing training and resources to districts around the nation on this very topic. We have a comprehensive software solution to managing and analyzing caseload versus workload, which also allows SSG to foresee any potential challenges and provide support before the challenges become problems.

Supervision of Personnel

SSG has a Leadership and Support Team of experienced professionals with specific training in support and mentorship of employees working in a school-based setting. Each SSG Leadership and Support Team

member has specialized areas of expertise, and these professionals are utilized to support employees as needed for specific training or specific needs of the district. The team meets with employees at regular intervals throughout the year, and members will meet with the district when necessary. The district can utilize these SSG Leadership and Support Team members to ask questions, to make on-site visits, to provide and/or receive feedback, to coordinate trainings as necessary, and to check in with districts and employees to ensure high quality provision of services.

The clinical support team will provide an orientation to all of the therapists assigned to Waterbury before the beginning of the school year to include any special training deemed necessary by the district. SSG Leadership and Support Team will conduct structure quality assurance visits as needed or requested and will provide feedback to the district regarding strategies to enhance therapy programs. Quality Assurance visits will include discussion on any or all of the following topics:

- Scheduling/paperwork guidance
- Problem-solving for unique situations
- Therapy and evaluation guidance
- Caseload Analysis
    - Ensure appropriate frequency and intensity of services
    - Identify and reduce caseload size when appropriate
- Documentation Review
    - Ensure development of quality IEPs
    - Confirm attendance records and Medicaid documentation are maintained
    - Verify therapy logs and data collection and analysis

These visits also allow the team to conduct needs assessment for any potential professional development that SSG can provide to the therapists, including those working for SSG and those working for Waterbury.

METHODOLOGY – CAPACITY TO PERFORM WORK

It is our priority that our clinicians implement educationally relevant and evidence-based nursing, therapeutic and behavioral health approaches, follow best practice standards in their area of specialty, and implement services within the least restrictive environment.

Our clinicians will apply an integrated and collaborative approach to services, following your District's Multi-Tiered System of Supports or Response to Intervention guidelines and approach. Our clinicians will also participate in all aspects of the school-based identification and intervention process: from assessments and eligibility standards, to development, planning, and implementation of IEP services.

As members of the collaborative IEP team, our clinicians will help determine the right service delivery model and strategies to support the educational goals of each individual student. Service models may include individual or group service delivery, push-in, pull-out, consultative approaches, or any combination of the above. We believe that it is essential for all IEP team members to collaborate with one another on a regular basis in order to promote consistency and increase student success.

Pre-Referral Strategies, Including RtI

SSG clinicians will follow the policies and procedures defined by the District. Before an assessment is initiated, our clinicians may collaborate with IEP team members or school staff to discuss parent and/or teacher concerns regarding the student's academic and/or behavioral challenges. The clinicians will work with the team to determine specific strategies and modifications that can be implemented for a specified

amount of time, in the general education environment. If necessary, a classroom observation may be scheduled.

SSG clinicians will lend support, provide strategies for interventions, and educate the IEP team members with regard to related disability areas, which have a negative educational impact on student performance. In addition, prior test scores, attendance records, medical history, and work samples may be reviewed to assist in making the right modifications for the student. This approach will frequently reduce unnecessary assessments and provide staff with the tools to help meet student needs.

Assessments

If an area of deficit has been identified that negatively impacts a student's academic performance, SSG clinicians will provide assessments in accordance with state and District guidelines. Assessment materials and protocols are administered based on the student's age, specific areas of academic concern, and culture. Once all data has been compiled, an evaluation report is completed, and the outcomes of the assessment are shared with the IEP team and family during an IEP meeting. The student's present levels of function, proposed goals, recommended accommodations, and potential interventions are discussed. If services are recommended, the information gathered during the assessment process will be used to develop the student's treatment plan and goals.

Consultation

SSG clinicians provide consultation services to support students' success and bolster their skills in various learning situations. Consultation involves different components, such as classroom observations, providing strategies for teachers and parents, and providing resources. Consultation may take place in or out of the classroom.

IEP Team Collaboration

SSG recognizes that parents and teachers are key members of the student's IEP Team. We encourage our clinicians to communicate with IEP team members regularly to keep them informed and to answer any questions they might have regarding the services the clinician is providing. In order to ensure consistency and continuity, our clinicians:

- coach the school staff in techniques and modifications for improved carryover and success
- participate in co-treatment sessions with other service providers, when appropriate
- provide parents/guardians with information on their child's disability and how it is being addressed at school
- provide home programs that include activities to reinforce services that are being provided throughout the day

Student Intervention

SSG clinicians understand that interventions are driven by the student's IEP goals, using best practice methodology and appropriate service delivery models (push-in, pull-out, consultative, collaborative) to address their individual educational needs. Whenever possible, services are integrated into the classroom, to ensure that the least restrictive environment is utilized. This promotes the carry-over of therapeutic strategies into the classroom and provides opportunities for staff education, collaboration, and consultation with key staff members that will be supporting the student's educational progress.

Progress Monitoring

SSG recognizes the significance of data collection, documentation, and accountability, as well as the importance of providing the appropriate amount of services stated in the IEPs. Our Clinical Manager will provide individualized support and direction to our clinicians and educators in the area of Progress

Monitoring, as needed. They are available for direct visits, phone conversations, and email communications, and they can answer questions regarding data collection and documentation.

With regard to monitoring progress, our clinicians will:

- complete District and/or site-specific quarterly progress reports
- follow the District's policies and procedures for documentation and availability
- monitor the daily notes to determine progress
- record student IEP progress and keep printed progress reports in student records
- complete Attendance Logs in order to track the frequency and duration of services provided
- notify case managers when clinicians complete their portion of student progress related to Special Education services

Student Confidentiality, HIPAA/FERPA/IDEA Compliance, and Maintenance of Records

Our company and our employees understand and comply with HIPAA, FERPA, and IDEA regulations and guidelines to ensure total confidentiality and maintenance of student records/documents. We also abide by the understanding that all student records/documents are retained as property of the District. The importance of confidentiality and protecting the privacy of students' health information and students' education records is addressed during our Employee Orientation Process. This information is also covered in our Employee Handbook. We is committed to maintaining legal compliance and integrity in all aspects of our operations. Our employees are required to read and sign the company Compliance Program.

Scope and Service Cohorts

Below is a partial list of the services we provide:

Related Therapy	Related Behavioral	Education	School Nursing	Autism
Speech Language Pathologists	School Psychologists	Special Education Teachers	Certified School Nurses	Board Certified Behavioral Analysts
Occupational Therapists	Licensed Social Workers	Teachers for the Visually Impaired	Registered Nurses	Registered Behavioral Technicians
Physical Therapists	Mental Health Counselors	Teachers for the Deaf and Hard of Hearing	Licensed Practical/ Vocational Nurses	Behavioral Technicians
Audiologists	Educational Diagnosticians	Sign Language Interpreters	Certified Nursing Assistants	Paraprofessionals
Therapy Assistants (SLPA, OTA, PTA)	School Counselors	Adaptive Physical Education Teachers		Instructional Aides
	Marriage and Family Therapists	Orientation and Mobility Specialists		

CAPABILITIES

Staffing Capabilities

Our longstanding history, national leadership, regional experience, and localized familiarity allow us to continue the growth of our professional network so we may effectively meet the staffing demands of our school district partners in every area of need. We continue to experience remarkable growth and success in recruiting highly skilled special education, therapeutic, behavioral health, and education professionals for our school district clients. This success is represented in our client retention rate, in which 92% of our school district partners have chosen to work with us year after year.

- ***Regional knowledge and experience.*** As a longstanding local provider in Connecticut and current vendor to Waterbury, SSG is already familiar with the district's policies, procedures and special education programs. We understand the commutability factors from different areas of the city and surrounding New Haven County, and we use this knowledge and experience to match available clinicians with assignments in appropriate or commutable locations.

- ***Local and nationwide candidate pools.*** SSG has built a large network and database of professionals that we can call upon when a school district partner has an opening. This database includes candidates in the Waterbury area, as well as candidates located throughout all 50 states. This allows us to expand our recruiting efforts to help source candidates relocating to the area if needed.

- ***Creative sourcing and recruiting.*** Our organization uses proven recruiting techniques to uncover new candidate leads for our school district clients. Through creative, proactive, and personalized recruiting efforts, we can respond to the needs of your District to provide qualified and available candidates. We also work with universities and colleges across the country, including many in Connecticut. Our ongoing and broad recruiting strategies ensure that we have potential candidates in our pool today and that we are developing new candidates for the needs of tomorrow.

- ***Consistency of service and retention of clinicians.*** SSG is proud of the consistency of service that we offer our school district partners. The growth and satisfaction of our clinicians is an integral part of our company culture, so our clinicians tend to stay with us year after year. Maintaining these high retention rates allows us to offer returning staff to your District each school year.

- ***Ongoing and immediate staffing needs.*** We are committed to responding to the short notice needs of our clients. Our approach includes immediate access to our local / regional database of clinicians, offering special incentives and creative solutions to support the urgent needs of your district. As our relationship continues to grow with the District, so does our involvement with local clinicians and the ability to respond quickly with qualified and talented candidates.

RECRUITING AND HIRING

With over 35 years of experience in providing therapeutic and behavioral services, The Stepping Stones Group has established a unique approach to recruiting qualified personnel. Recruiters will review District provided job details and identify candidates that match the District's preference in terms of required licensure, credentials, availability, previous experience, knowledge, and flexibility. Within our thorough screening process, we also look beyond basic tangible skills. We qualify clinicians based on their professionalism, presentation, demeanor, positive mindset, and their desire to work with children with special needs. Our priority is to provide our school district partners with highly qualified, passionate clinicians that best match their needs.

By strategically structuring our recruitment team, our clients have dedicated recruiters that are subject matter experts in hiring for their areas and markets. For example, our senior recruiters have over 10 years of experience. This allows for fast, quality results and direct target marketing for candidates that fit their needs.

Request for Candidates

- SSG will receive a request for a clinician or educator from your Special Education Department via email, phone, or in-person visit.
- We will respond immediately, and within no more than 24 hours, with acknowledgement of the request and/or request for clarification.
- We will work closely with your District to review the caseload to determine any specific needs to ensure a successful placement.

Steps to Identify Candidates

- Search our database for candidates who match the job specifications
- Conduct local and online job database searches for candidates
- Launch marketing campaigns through email, referrals, mailings, and social networks
- Participate in state and national conferences; such as ACE, AOTA, ASHA, APTA, and NASP
- Connect with colleges and universities for alumni and recent graduate leads
- Attend career days and career fairs at universities and surrounding feeder states
- We have developed a University Relations Program, dedicated to identifying new graduates who want to pursue a career in providing special education, therapeutic, and behavioral health services.
- It should also be noted that we hire many employee referrals, which is a testament to our high level of employee satisfaction.

Once a Candidate is Identified

- Recruiter completes a preliminary interview
- Recruiter reviews candidate's resume, confirms job history, and verifies licensure
- In select situations, our Clinical Manager conducts a Clinical Interview to screen the candidate and to determine the candidate's skill level. Candidates are chosen for their education, experience, specialty, flexibility, values, professionalism, and alignment with District specific selection criteria.

Once a Candidate is Deemed Appropriate for Submission to District

- Recruiter or HR conducts professional reference checks
- Recruiter obtains permission from the clinician to submit resume to the District
- Clinician is submitted to the District for consideration

Orientation

SSG provides each clinician with a comprehensive orientation, a detailed Employee Handbook, excellent support, and opportunities for mentoring when needed. It is our desire that our clinicians become an integral part of the culture of the schools and districts they serve. As a current partner with Waterbury Public Schools, we will work with the district to confirm all information regarding their policies, procedures, and documentation requirements have remained unchanged from 2023-24. We will then provide direction, training, and guidance to ensure our clinicians learn this important information.

SSG will make every effort to educate, instruct, and monitor its clinicians to ensure they are following all district standards. This will include policies regarding dress code, wearing identification badges, following

safety protocols, completing time logs, attending required meetings, recording data, etc. Specifically, we will review the Contractor Responsibilities set forth in the contract with its clinicians. We will work to ensure that all clinicians follow these requirements and maintain a professional presence. We will also provide ongoing support to our clinicians to ensure that all district rules and regulations are being followed.

Training

SSG provides customized training and coaching to meet your district's specific needs. These trainings are followed up with in person observations and documented feedback to ensure advancement. These trainings and workshops are provided at no additional cost to the district.

SSG provides district and state mandated training for its clinicians to ensure they maintain compliance, as well as additional training that SSG has determined is beneficial. Examples of training include: SSG Orientation, Autism/Behavior Support training, and COVID training. In addition to technical training, we also provide more generalized training that will help our employees be successful in school-based placements. Topics include soft skills, professionalism, and managing difficult situations. These training modules are housed in our learning management system, Bridge Academy. Training is geared to those that are new to schools, as well as experienced clinicians.

Training and Development Program

Our ***Pathways to Success Program*** provides clinicians with individualized support, engagement opportunities, access to online continuing education resources, and mentoring through unique programs - Foundations and Bridge Academy - which are described below. Whether our clinicians are new graduates, new to schools, or experienced school-based clinicians, our company will provide them with the support and resources needed to be successful. Our Training and Development Program is led by Christine Dukes, CCC-SLP, SVP Quality, who has over 25 years of experience in education, recruiting, and management.

Foundations Mentoring Program

Foundations is a mentoring guide developed for employees who are new to the school environment, including new grads and therapists transitioning from other settings. It consists of a series of learning modules on Bridge Academy that helps clinicians navigate the complexities of working in school systems. Foundations can be self-guided or completed with an identified mentor.

Highlights include:

- *Caseload Management – Systems and Scheduling*
- *Time Management - Treatment, Meetings, and IEPs*
- *IEPs - Navigating the Process*
- *Service Delivery Models*
- *Assessments, Report Writing, and Documentation*
- *Professional Etiquette*

Bridge Academy – Continuing Education and Training Program

We know the importance and value of continued education and the prominent role it plays in contributing to the professional growth of our clinicians and the children they serve. Bridge Academy, our online training and development platform, hosted by industry-leader Absorb LMS, provides the tools and resources to continue professional development throughout a clinician's career and at **no cost** to the district.

Highlights of our development and training program include:

- *Experienced professional development team representing SLPs, OTs, School Psychologists, Nurses, Behavioral Staff, and more*
- *Webinars with a defined and discipline-specific curriculum provide opportunities to access courses at any time to earn CEUs and CPDs*
    - *SSG is an ASHA, AOTA, NASP, BACB, and Nursing approved/authorized continuing education provider*
    - *Live webinars provided monthly to address current topics and needs in school setting*
- *Library of over 175 recorded webinars available, including introductory courses with a variety of topics applicable to multiple disciplines*
- *Practical/Printable information including Monthly Toolkits, therapy ideas, and resources*
- *State and District specific required training*
- *Houses our Foundations program, Summer Series curriculum, Teletherapy Toolkit, Monthly CF Roundtables, and more!*
- *Dynamic reporting and course completion certificates available*

A calendar of events is thoughtfully created each school year, so the content is fresh and applicable. In addition to monthly webinars, courses are created to meet specific requirements at the state and district level. Bridge Academy allows for robust tracking and reporting to ensure clinicians have completed their required training prior to start.

Our multidisciplinary, professional development team creates and presents content to ensure our clinicians have access to free, convenient, and appropriate training resources. Our Professional Development team consists of qualified and experienced clinicians, who also act as Clinical Managers.

District Professional Development

To show our appreciation of your business, SSG offers our school district clients and their staff access to **Elevate "U", our district PD platform,** at no cost. Select recorded webinars, which are eligible for ASHA, AOTA, NASP, and/or BACB CEUs and CPDs and Nursing Contact Hours, will be made available to you and your special education staff three times throughout the school year as part of our SSG District Partnership Program. These courses can be done either individually or in a group setting.

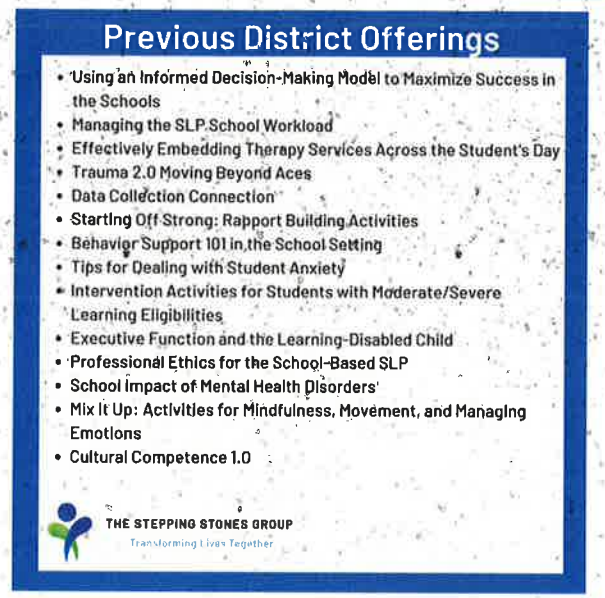
We also provide opportunities for districts to request workshops that are customized to the specific needs of the district. We can discuss options for personalized trainings and events hosted by SSG that can be live or pre-recorded.

All of our Elevate "U" offerings also come with dedicated technical support for users on our platform and provide an opportunity for participants to track courses completed within our system.

In 2023 alone, we offered 300 districts access to our exclusive webinars, with employees earning over 1,000 CEUs/CPDs/PD Contact Hours through our Partnership Program. Access to Elevate "U" through an SSG partnership offers tremendous savings to districts for PD when compared with PD subscriptions services that charge districts based on number of users. Our commitment to your district includes PD at no additional cost to your district.

Below is the calendar of webinars that are being provided for the 23/24 school year.





QUALITY CONTROL

Compliance Requirements

Our dedicated Compliance Department ensures that our clinicians meet all credentialing requirements before they are permitted to start working and performs ongoing checks to ensure that clinicians maintain these requirements throughout their assignment period.

Verification of Credentials

Required credentials will vary by specialty, level of expertise, school district, and/or state. Our Compliance Department will follow necessary regulations to verify that each clinician meets the requirements to perform services in the District. Any state licensure, state certification, national certification, or professional certification for our clinicians is confirmed to be Active and in Good Standing through the issuing agency. Credentials of our staff are validated directly through issuing agencies using their online database and copies of each are maintained securely within our HR Department for reference.

Ongoing monitoring is managed by validating updated license or certification records at each expiration/ renewal period. Our Compliance Department also provides proactive reminders to our staff well in advance of any credential expiration to prevent any lapse in their license or certification.

District Compliance Requirements

We will obtain confirmation from the District regarding your contract provider requirements before they are allowed to begin work on campus and with direct interaction with students. These requirements may include items such as a school district or state fingerprint clearance, district-issued identification badge, criminal background checks (federal, state, county, child abuse registries), Tuberculosis test, or drug screenings. In addition, we will follow the District procedures regarding any periodic or routine checks required for ongoing compliance of these requirements.

Employee Onboarding

Our clinicians are our employees and as such, our Compliance Department ensures that our staff meets our onboarding requirements before they can begin work. These requirements include an additional

background screen, I9 Employee Eligibility Verification, Federal and State tax withholding forms, and other company-related items.

Monitoring

SSG consistently monitors its staff to ensure that we consistently provide high quality clinicians and that we meet the needs of the District. The Clinical Manager will conduct meetings and care calls with clinicians to provide support and verify that they have developped a comfort level and a level of confidence in their roles. The Clinical Manager will also regularly connect with District staff via phone, email, or direct visits to confirm that our clinicians are meeting the needs of the District.

Communication

District staff can contact any SSG team member, including corporate staff, via phone or email at any time. We will also communicate regularly with District personnel to identify and address any new needs, review the services being provided, and address any questions. We will respond to your communications and requests in a timely manner and work quickly to solve any problems. Finally, we will be sure to follow up on any issues to ensure that the appropriate changes have been made to address the situation.

Common Staffing Problems and Company Prevention Strategies

Absences	SSG is committed to providing students with high quality, educationally relevant therapy services, and we will exhaust our options to prevent interruptions in service. If a clinician is absent for several, consecutive days, we will make every effort to find a substitute clinician. We have a database of clinicians looking for short-term assignments, and we also turn to recently retired clinicians to help fill leaves.
Preventing "No Show" Assignments	To prevent "no show" assignments, SSG provides a thorough pre-screening during the recruiting and hiring process and a high level of staff support once the candidate begins his or her assignment. It is a standard operating procedure for the Career Services Manager to regularly connect with the clinicians via phone, email, or direct visits to provide support and verify that they are succeeding in their roles.
Personnel Performance Issues	The Client Services Manager will also regularly connect with the District to ensure that our clinicians are meeting the needs of the District. If a District identifies any performance-based deficits or challenges with a clinician, the Clinical Manager will address the issue immediately and discuss the reported deficits with the clinician. It is our policy to be proactive in obtaining the facts of the matter and working with the District for a timely and positive resolution whenever possible.

CLINICAL OPERATIONS DEPARTMENT

The Stepping Stones Group provides Clinical Operations support and expertise in all states, for all of our service cohorts, which include: Related Therapy, Related Behavioral, Education, School Nursing, and Autism. Our clinical managers are experienced in and provide support for over twenty therapy, special education, and behavioral health disciplines.

Regional Directors and Clinical Managers

Regional Directors oversee day-to-day clinical operations for their regions. They lead, manage, and support a team of Clinical Managers assigned to the region. Regional Directors provide guidance to their Clinical Managers and assist them with any problem solving or performance concerns that impact our employees. They also promote quality and consistency across the region.

Clinical Managers are the face of the company! These clinical leaders will provide individualized support, guidance, and mentorship to clinicians we place in the District. Every SSG employee is assigned to a Clinical Manager. They provide tools and resources for our clinicians, so they are confident in delivering excellent services to the students they serve. The list below summarizes the Clinical Manager's roles and responsibilities.

Clinical Manager Roles & Responsibilities:

- Complete candidate screenings and clinical interviews to identify quality candidates
- Once candidate is hired, completes company clinical onboarding process
- Work with the Triad (the SDP support team comprised of clinical, recruiting, and client contacts) and/or the District contact to understand District expectations, policies, and procedures
- Provide consistent, individualized, and ongoing support, mentoring, and guidance
- Provide at least monthly touch points with employees, with frequency depending upon the level of support needed
- Discuss best practices with our employees and share clinical tips and ideas
- Monitor employees to determine that they are meeting District expectations and following District policies and procedures, including required documentation and service logs
- Provide District client visits either independently or in collaboration with the Client Services Manager, as needed
- Implement unique SSG programs created to ensure employee success
- Communicate with Triad and District personnel, as needed, to address any performance concerns that the District has brought to our attention
- Address performance concerns with employee and work with the Triad and the District to resolve them
- Provide ongoing, excellent customer service for employees, clients, and colleagues

b. WORK PLAN

Experience of the Firm

Our professionals are licensed and certified in Connecticut, have specialized training and experience in special education, developmental disabilities, pediatric rehabilitation, and/or mental illness, and work within the framework of IDEA, the ethical best practices of their disciplines, local District guidelines, and state and federal law. We will ensure that our clinicians and educators comply with the terms and conditions regarding licenses and certificates, fingerprinting, Medicaid service records, and all District rules and regulations.

Nursing Services

SSG has reviewed the Scope of Work, and we agree with all requirements and terms. We will recruit highly qualified nurses who will meet the district's qualifications. We will also ensure that they perform all duties listed in Scope of Services by providing health care through assessment, intervention, and follow-up for all children within the school setting.

Technical Approach

The Stepping Stones Group (SSG) supports and utilizes as a framework for nursing services the National Association of School Nurses (NASN) definition of school nursing which states "School nursing, a specialized practice of nursing, protects and promotes student health, facilitates optimal development, and advances academic success". School nurses provide care coordination, advocate for quality student-centered care, and collaborate to design systems that allow individuals and communities to develop their full potential" (NASN, 2017).

SSG has a full time Director of Nursing Services who has a master's degree in nursing, is nationally certified in school nursing, has a school nurse credential, and is on the NASN editorial board. She oversees the clinical practice and management of our nurses.

SSG is committed to providing the highest quality nursing services. We maintain consistency and quality of services through the continual recruitment and careful selection of talented, committed, and highly qualified nurses and through on-going training, mentoring, and professional development within our clinical team. We will recruit nurses who have recent pediatric clinical nursing experience. Questions related to child and adolescent growth and development and pediatric assessment skills will be included in the clinical interviews.

SSG will ensure our nurses possess a current license by the Connecticut Board of Nursing or a license in a compact state. SSG will ensure our nurses possess current BLS/AED CPR certification card. Our nurses work within the framework of the Connecticut Board of Nursing, City of Waterbury Department of Health and Human Services, IDEA, FERPA, HIIPA, state and federal laws, and local district guidelines. SSG has a compliance department that monitors all required licensures and certifications.

SSG provides training and professional development for nurses on the role of the school nurse, clinical skills, emergency care, communication, documentation, and professionalism consistent with nationally recognized standards. Additional training will be provided to discuss strategies to provide indirect health care services to students.

The school nurse has a unique role in provision of school health services for children with chronic health conditions and those that require medications and/or specialized health services at school. SSG nurses will compile a health concerns list for each school assigned. The nurse will gather data to assess the

student's health status, identify health problems that may create a barrier to access educational progress, and develop a health care plan and appropriate emergency care plan for management of the issues in the school setting. The nurse will review a student's healthcare/emergency plan with the classroom teacher(s) and will work collaboratively to develop strategies and interventions for the student's academic program. This collaboration is crucial, so the classroom teacher understands the health needs and interventions to ensure the adaptations are appropriate and functionable for his/her classroom or program. The nurse will provide periodic monitoring and consultation with the classroom teacher including classroom observations. The nurse will provide staff trainings to ensure the safety of the student.

For students with chronic health conditions, the nurse is responsible for the daily management and emergency situations arising from those health issues. The nurse will provide direct care to those students, such as administering medications and providing specialized healthcare procedures needed at school. The nurse will provide care coordination in the school setting by assessing, implementing, monitoring, evaluating the healthcare plans and emergency care plans. The nurse will work in collaboration with the student, parent/guardian, and medical provider if changes to the medical plan is warranted. The nurse will make appropriate referrals for healthcare, social, and mental health services as deemed necessary. The nurse will assist the student and family to find a medical home and to access medical insurance. The nurse will document all student, parent, and medical provider interactions.

By providing access to health services, the nurse can impact attendance by reducing absenteeism through care coordination and health education. The nurse can assess a student's developmental stage and work with them where they are to provide health education and information about their health condition. For students experiencing homelessness, school nurses can address health needs and improve opportunities to succeed in school by connecting students and families to community resources and advocating for the importance of regular care of chronic health conditions.

As the expert healthcare provider in the school setting the school nurse is an essential member of multidisciplinary educational teams. The nurse will perform the required screenings/assessments prior to 504, School Team Meetings, and IEP meetings. The nurse will attend student meetings and conferences as requested/required and will actively participate by advocating for health services/accommodations needed to help the student access their academic program. The nurse will identify needed health accommodations, outline a plan of care, provide nursing services, and evaluate the health-related components of the IEP and/or 504 Plan. The nurse will develop the plan of care collaboratively with the parent/guardian, student, and classroom teacher.

The nurse will follow the policies and procedures related to medication administration and specialized procedures performed in the school setting. This includes obtaining the appropriate medication authorization and specialized procedure authorization forms for daily, emergency, and prn medications and for diabetes care and asthma and allergy action plans. To reduce errors and increase safety, the nurse will ensure documentation from a licensed provider for the medication; proper labeling of medications brought to school; storage of medication; process for administering medication (including proper identification of student and medication); documentation of medication administration, errors, reactions or side effects of medication; and proper disposal of medications. If needed, the nurse will provide training of other staff involved in medication administration.

SSG provides individualized training and professional development for nurses on the role of the school nurse, clinical skills, emergency care, communication, documentation, IEP assessments, and

professionalism consistent with nationally recognized standards. Additional training will be provided to discuss strategies to provide indirect health care services to students.

SSG will utilize the expertise of the Director of Nursing Services who will participate in the clinical interviews and make assignment recommendations considering the nurse's education, experience, and expertise balanced with the needs of the school and district.

School Nurse (RN or LPN)

- Develops and implements individual health care plans for students with health care needs and completes and/or delegates health service tasks associate with these plans
- Utilizes evidence-based and current standards when triaging, assessing, and addressing student and/or staff illnesses and injuries, including administrating medications, first aid and CPR, consistent with state laws and regulations
- Recognizes and responds to medical and mental health emergency situations including anaphylaxis, asthma and diabetes episodes, seizure management, and suicide ideation. They will work with the school team to provide appropriate referrals and further care.
- Delegates administration of medications to the extent appropriate under state law/regulations; monitors medication administration by other school staff; and administers medications when required by the situation and student health needs
- Monitors student health records and data, including immunizations, documentation of medication administrations, confidential documents, health alert files and state reports
- Manages health screening programs, including vision, hearing, and other state-mandated screenings
- Performs nursing assessments/screenings as part of the IEP/504/SST process. Participates on IEP teams and attends 504/SST meetings as needed.
- Reviews communicable disease guidelines, serves as a resource to staff and parents, and collaborates with the public health department as needed.
- Works as a member of a team with other nurses and health service staff to coordinate and carry out health services in the school community
- Makes appropriate health referrals based upon knowledge of available community health resources
- Provides training and support to staff involved in health services delivery
- Serves as a resource person for instructional staff; is able to develop and deliver appropriate curriculum and materials for instruction in student classrooms regarding dental, nutrition, hand washing, infectious disease control, life threatening allergies, HIV/Aids, human growth and development and other health related topics as needed
- Provides training to school staff on blood borne pathogens, asthma, anaphylaxis and other health concerns as required
- Supports the district's emergency and disaster preparedness plans
- Reports unsafe environmental hazards to the principal

In Addition – The Stepping Stones Group will adhere to all conditions (# 1 – 15) listed in Section H of the RFP.

a. SSG has never failed to complete any work awarded to the organization

b. SSG has never defaulted on a contract.

c. SSG is not subject to any pending litigation which could affect our organization's ability to perform this agreement.

d. SSG has never had a contract terminated for cause.

e. SSG has not been named in any lawsuit related to errors and omissions within the past five years.

f. SSG has never filed for protection under the Federal bankruptcy laws at any time during its existence.

g. There are no other factors or information that could affect SSG's ability to provide the services being sought about which Waterbury should be aware.

EXCEPTIONS AND ALTERNATIVES

SSG has no exceptions or alternatives to this RFP

IMPLEMENTATION PLAN

As the largest provider of special education and behavioral services in the country, SSG has the capacity to fill as many School Nursing positions as required by WPS. Once awarded a contract with WPS, SSG will follow the steps and schedules outlined below to ensure the successful delivery of services. We will maintain open and frequent communication with District staff to ensure a seamless transition from a clinician's hire date to their first day of assignment.

Overview of Process

Before Award

- Begin confirming that any existing clinicians that SDP would like to return are confirmed for the coming school year.
- Building a pipeline of new candidates in anticipation of awarded contract
- Review compliance procedures including necessary certificates, fingerprinting, TB tests, etc.

Awarded Contract

- Submit signed contract and insurance documents
- Identify District's staffing needs, priorities, and preferences
- Begin interviews with candidates to be presented to the District
- Submit clinicians to the District for consideration

Placements

- Verify clinician's credentials (state licensure, certification, etc.)
- Run all necessary compliance per District regulations (fingerprint clearance, identification badge, background check, TB test, etc.)
- Onboard clinician per company policies
- Clinical Manager to assist with setup, scheduling, documentation, and IEP review on the first day of all placements at no additional cost to the District
- Clinician begins assignment at the District

Account Management

- Confirm process for invoicing and contract compliance (any changes from previous year)
- Provide ongoing management of clinician placements
- Provide ongoing clinician supervision, support, and mentoring
- Monitor and evaluate clinicians to ensure quality performance
- Establish District's preferences for the provision of training or CEU events
- Communicate regularly with District personnel

Roles and Responsibilities

Client Services Manager

- Develops relationship with district point of contact
- Understands district compliance expectations
- Submits signed contract and insurance
- Identifies staffing needs
- Submits candidates to district for consideration
- Once candidate is accepted, facilitates district orientation and acquires first day instructions
- Provides intermittent check-ins with clients

Career Services Manager

- Builds a pipeline of candidates
- Reviews candidate's resumes, confirms job history and verifies licensure
- Begins preliminary interviews with candidates
- Launches SSG reference checking process
- Provides list of candidates to Client Services Manager
- Once candidate is accepted, collaborates with SSG Compliance and HR Departments to ensure the new hire has completed the SSG onboarding process and can begin working (examples: background checks, drug screens, fingerprinting, district requirements, etc.)
- Provides intermittent check-ins with employees

Clinical Manager

- Completes candidate clinical interviews
- Reviews references
- Once candidate is hired, completes SSG clinical onboarding process
- Provides consistent, individualized and ongoing support, mentoring and guidance
- Provides monthly touch points with employees
- Implements SSG's programs created to ensure employee success
- Addresses performance concerns and works with district to resolve

Execution Strategy for Delivery of Nursing Services

1st week

- Confirm District expectations, policies, and procedures
- Obtain caseload from the District
- Set up room for services
- Set up logins
- Review student files and/or IEPs
- Create service schedules
- Meet District team and other staff
- Introduce and build rapport with teachers and building administrator/principal
- Obtain list of IEPs and Evaluations that are due within first month
- Start service delivery

30 days

- Ensure all trainings are complete on tracking and managing as well as billing for services
- Connect with case managers to plan for upcoming IEPs
- Check for screening referrals from previous school year and schedule initials
- Make an IEP calendar for the remainder of the year (initials, triennials, etc.)
- Services for all students must be in progress
- Collaboration with teachers and other IEP team members

- If irregularities are noticed within IEP, meet with case manager to hold a possible amendment
- Complete service documentation per District expectations/guidelines
- Establish evaluation deadlines for the school year
- Attend IEPs, if applicable

60-90 days

- Complete Progress Reports per District timeline
- Meet with administration to ensure the District requirements are met to date and adjust if needed

90+ days

- Plan for makeup sessions
- Plan for therapy during District testing weeks, etc.
- Between 90-180 days, especially during the "IEP Season," meet the team and plan in advance to meet the compliance deadlines for annuals and especially evaluations

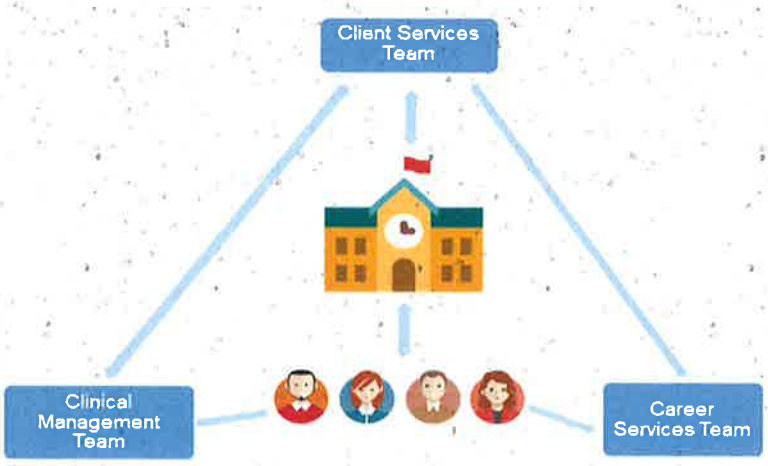
End of the school year

- Obtain information about the closing procedures
- Prepare documents/files giving information about the caseload, location of service delivery, location of files and student folders, and contact person in the school
- Ensure Medicaid documentation is up to date, if applicable
- Complete all scheduled IEPs
- Meet with the District management team to review District staffing needs and assignments, etc.

KEY PERSONNEL

Our organization uses a collaborative approach to ensure that the highest level of service and support is delivered to our school district partners, our employees, and the students served. We refer to this collaborative approach as our **Triad** model, and it is a cornerstone of our company culture.

SSG unifies all areas of District support into a dedicated **Triad** team. This elevates our focus, proficiency, and quality as we work together to deliver excellent customer service to our clients and clinicians. This focused collaboration is our framework for consistent communication, contribution, transparency, and trust. It is the foundation of our client and employee relationships.



Responsibilities for each **Triad** team member are highlighted in the summary below:

Triad Team		
Client Services Manager	**Career Services Manager**	**Clinical Manager**
• Serves as the District's single point of contact and responsible for District satisfaction • Responds to District staffing needs, submits candidates to district for consideration, helps coordinate placements • Regularly reviews recruiting progress for the District's outstanding staffing needs • Oversees invoicing and contract compliance • Provides consistent communication and ongoing support to clients	• Builds an ongoing pipeline of qualified candidates to meet the District's staffing needs • Verifies candidate credentials and begins preliminary interviews • Conducts thorough professional reference checks • Helps coordinate onboarding and District compliance requirements for new hires • Provides intermittent check-ins with employees	• Completes candidate clinical interviews • Delivers ongoing clinical support and reviews best practices with clinicians • Provides supervision, mentoring, and evaluation of staff to ensure we are meeting district expectations and following district policies/procedures • Addresses clinical performance concerns as needed • Provides consistent communication and ongoing support to clinicians

Your dedicated **Triad** support team for Waterbury Public Schools:

Client Services Managers	Career Services Managers	Clinical Managers
Ty Perry 800-337-5965 x624 ty.perry@ssg-healthcare.com	Vanessa Doria 484-302-7379 Vanessa.Doria@ssg-healthcare.com Ian Murray 610-875-6101 Ian.Murray@ssg-healthcare.com	Denine Kohl, MSN, RN, NCSN 213-713-0517 denine.kohl@ssg-healthcare.com Camille Powell, RN, BSN, RNM 954-832-2912 camille.powell@ssg-healthcare.com

Ty Perry – Client Services Manager

Mr. Perry has over 10 years of School-based Nurse Staffing experience managing large school districts in the Midwest region and east coast. He currently manages our client districts in Maryland, Connecticut, and New Jersey. Mr. Perry brings a wealth of recruitment and professional services experience in nursing.

Camille Powell, RN, BSN, RNM (hon) – Clinical Manager, Nursing Services

Camille is a distinguished licensed nursing professional with over 15 years of experience in a variety of acute care and educational health setting, including medical surgical, emergency, NICU, research, tele-health, pediatrics, and midwifery. As a healthcare practitioner who has cared for children across the lifespan, she has been credited with implementing school-based nursing protocols in vulnerable communities, and served on multiple committees, including Quality Improvement (QI), Infection Control (IC), Patient Safety Committee (PSC) and other special projects.

She currently serves as the Clinical Nurse Manager and enjoys using modeling and technology to train and mentor school nurses in various school districts on how to resolve medical emergencies, improve operations and work as part of the school healthcare team. Camille is a strong advocate for children and consistently works to anticipate the healthcare needs of students in the school community.

#9

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 25, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval for RFP No. 8094 for Speech and Language Therapy Services between The City of Waterbury, Connecticut and **Worldwide Travel Staffing, Limited**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Worldwide Travel Staffing, Limited.** The purpose of the agreement is to provide Speech and Language Pathologists who will provide speech and language services to students with disabilities ages 3-22 pursuant to the students' individual education plans (IEPs) and other related work in accordance with the *Connecticut General Statutes* as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2024 and will terminate on June 30, 2027. The agreement is at a cost of **$1,200,000.00** for a three-year term. The purpose of this agreement is to provide individualized school based Licensed Practical Nurses (LPNs) services to students with disabilities and will be paid through General Funds.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8094
for
Speech and Language Therapy Services
between
The City of Waterbury, Connecticut and
Worldwide Travel Staffing, Limited

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 WORLDWIDE TRAVEL STAFFING, LIMITED (the "Consultant" or "Worldwide"), located at 2829 Sheridan Drive, Tonawanda, New York 14150, a State of Connecticut duly registered foreign corporation. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8094** for Speech and Language Therapy Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8094**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, up to 10,000 hours of speech and language therapy for Waterbury Public School District students ages 3-22 with speech and language therapy needs and other related services under the direction of School District personnel as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Addendum #1 to RFP No. 8094, dated May 10, 2024, consisting of 3 pages, attached hereto;
1.1.2 City of Waterbury RFP No. 8094, consisting of 14 pages (excluding Attachments A-C), attached hereto;
1.1.3 Consultant's Revised Cost Proposal, dated June 5, 2024, consisting of 1 page, attached hereto;
1.1.4 Consultant's Response to RFP No. 8094, consisting of 22 pages (excluding resumes and City Contract Compliance Documents), attached hereto;
1.1.5 Certificates of Insurance, incorporated herein by reference;
1.1.6 Licenses, incorporated herein by reference;
1.1.7 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.2.2 Any Amendments to this Contract
1.2.3 This Contract
1.2.4 Consultant's Cost Proposal
1.2.5 Any Addendums to RFP No. 8094
1.2.6 City of Waterbury RFP No. 8094
1.2.7 The Consultant's Response to RFP No. 8094

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 and 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 may be 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.

2.6. Confidentiality/FERPA. Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut

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

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

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

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

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately

correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contract Time. The Contract shall commence July 1, 2024 and terminate June 30, 2027.

5.1. 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 ensure full completion thereof within the Contract Time and any exercised Option Periods stated above. It is expressly understood and agreed by and between the Consultant and City, that the Contract Time (including any exercised Option Periods) is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000.00)** for the entire Term of this Agreement and shall be in accordance with Consultant's proposal, dated June 5, 2024, and as more particularly set forth below.

___ **6.1.1** Year 1: July 1, 2024 – June 30, 2025: The fee payable to the Consultant shall not exceed FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) at a rate not to exceed Ninety Dollars ($90.00) per hour.

6.1.2 Year 1: July 1, 2025 – June 30, 2026: The fee payable to the Consultant shall not exceed FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) at a rate not to exceed Ninety Dollars ($92.00) per hour.

6.1.3 Year 1: July 1, 2026 – June 30, 2027: The fee payable to the Consultant shall not exceed FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) at a rate not to exceed Ninety Dollars ($94.00) per hour.

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. 8094** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals,

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

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

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

8. Indemnification.

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

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

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

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

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

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

9. Consultant's Insurance.

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

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

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

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

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

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

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

9.4.4 Excess/Umbrella Liability:
$1,000,000.00 each occurrence
$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:
$1,000,000.00 each Wrongful Act
$1,000,000.00 aggregate

9.4.6 Abuse/Molestation Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 aggregate

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

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

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all

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

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

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is

being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

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

12. Intentionally Omitted.

13. Termination.

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

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

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

demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

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

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

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

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

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

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

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

15.4. strikes and labor disputes; and

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

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

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

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

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

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

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

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

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

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an

invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8094** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 8094.**

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

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

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

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

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

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

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

Consultant: Worldwide Travel Staffing, Limited
2829 Sheridan Drive
Tonawanda, NY 14150

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

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

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

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a

subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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:	**CITY OF WATERBURY**
Sign:_____	By:_____
Print name:	Paul K. Pernerewski, Jr., Mayor
Sign:_____	Date: _____
Print name:	

WITNESSES:	**WORLDWIDE TRAVEL STAFFING, LIMITED**
Sign:_____	By:_____
Print name:	
Sign:_____	Date:_____
Print name:	

ATTACHMENT A

1. Addendum #1 to RFP No. 8094, dated May 10, 2024, consisting of 3 pages, attached hereto;

2. City of Waterbury RFP No. 8094, consisting of 14 pages (excluding Attachments A-C), attached hereto;

3. Consultant's Revised Cost Proposal, dated June 5, 2024, consisting of 1 page, attached hereto;

4. Consultant's Response to RFP No. 8094, consisting of 22 pages (excluding resumes and City Contract Compliance Documents), attached hereto;

5. Certificates of Insurance, incorporated herein by reference;

6. Licenses, incorporated herein by reference;

7. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

May 10, 2024

RFP 8094 Speech and Language Therapy Services

Please refer to the questions and answers below.

Question: Would the district consider companies that only provide virtual (teletherapy) speech and language therapy services?
Answer: The City of Waterbury- Waterbury Public Schools (hereafter "the City") prefers in-person speech and language pathology services. Some of our students' needs cannot be met via telehealth and require in-person sessions.

Question: Do you require vendors to provide immediate substitutes for any absence, or can the SLP schedule "make-up" sessions after they are absent?
Answer: The City prefers vendors to provide a replacement so that make-up sessions are avoided. However, if this is unavoidable, then make-up sessions are permitted as a last resort. Absences more than a week would require a replacement from the vendor.

Question: Do you require the vendor to provide in-person professional development to Waterbury staff and parents?
Answer: The City does not require a professional development obligation.

Question: Can the SLP perform the in-person professional development as the lead for optional PD days on the district's calendar?
Answer: The City does not require a professional development obligation. Vendors would not work in the city on professional development days and would not be paid for these calendar days.

Question: Does the district currently anticipate awarding more than one vendor to provide the 10,000 hours of speech and language therapy services per year?
Answer: The City will award one or more vendors that can fulfill the RFP amount as written.

Question: Is there an hourly rate cap or budget for the SLP services? / Is there an hourly rate cap for the requested services? If so, what would it be?

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Answer: The City will negotiate rates through the RFP process.

Question: What are the current vendor name(s) and rates for speech and language therapy services?
Answer: Access Rehab and Stepping Stones; Access Rehab ($87.54) and Stepping Stones ($79.92)

Question: Do you require resumes of potential SLPs upon proposal submission?
Answer: The City, as part of the RFP process, may interview vendors to ensure that they can fulfill the RFP amounts as written and have certified speech pathologists hired to meet this need.

Question: If resumes of potential SLPs are required, would you accept blind resumes with the full names removed and license numbers partially redacted to protect their privacy?
Answer: Resumes are not required, however, the City, as part of the RFP process, may interview vendors to ensure that they can fulfill the RFP amounts as written and have certified speech pathologists hired to meet this need.

Question: Would you accept electronic signatures or scanned colored copies of original signatures for the bid forms?
Answer: Electronic signatures are acceptable.

Question: Can you clarify what types of "relevant speech and language therapy materials to Waterbury staff and parents" the vendor requires when requested by the district (e.g., does the vendor only provide materials needed to perform services)?
Answer: The City would require its vendors to provide all of the materials required to complete speech and language evaluations, as well as speech language services to students within their assigned caseload (Pre-K- age 22). This may include testing materials, instructional materials, and/ or curriculum required to complete speech therapy and assessments.

Question: Do you require interviews of potential service providers even if the vendor has already pre-vetted the professionals?
Answer: The City will interview a speech and language pathologist prior to placement in our schools. This is to determine best fit within our school system and assignment of caseload.

Question: What is the amount of lead time that the district would provide the vendor to present potential SLPs for needed services (i.e., how much time would the district give the vendor to present SLPs)?
Answer: The City would expect that at the start of the contract, the vendor would be able to fulfill the contracted amount of staff.

Question: Does the district require the vendor to provide SLPs to start within a short notice or specific timeframe (e.g., 24 hours, 48 hours, 2 weeks, 4 weeks, etc.)?

Answer: The City would expect that at the start of the contract, the vendor would be able to fulfill the contracted amount of staff.

Question: Will bids be accepted from organizations that provide virtual and hybrid speech services?

Answer: The City prefers in-person speech and language pathology services. Some of our students' needs cannot be met via telehealth and require in-person sessions.

Question: Will bids be accepted from organizations that also provide virtual SLPA (assistants)?

Answer: The City prefers in-person speech and language pathology services. Some of our students' needs cannot be met via telehealth and require in-person sessions.

Question: When awarded the solicitation to provide services, who would be the contact within the district to inquire about open roles for professions related to the RFP?

Answer: The Director of Pupil Services and the Special Education Supervisor.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
#8094
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Speech and Language Therapy Services

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

Up to 10,000 hours of speech and language therapy services each year to the Waterbury School District to students ages 3-22 with speech and language therapy needs and other related work under the direction of District personnel for a three-year period commencing on July 1, 2024 through June 30, 2027.

A. Background and Intent

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

B. Qualifications

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

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

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

5. Ability to provide speech and language pathologists who have master's degree or doctorate in speech and language pathology from an accredited post-secondary institution, CT Health Department licensure and CT State Department of Education certification as required by law.
6. The speech and language pathologists provided have experience working with children ages 3-22 in the fields of speech and language therapy.
7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of speech and language therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
8. Each speech and language pathologist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each speech and language pathologist must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Speech and language pathologists shall submit in a timely manner the appropriate documentation required for Medicaid billing purposes. The Speech and language pathologists will utilize the web-based platform used by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline). The speech and language pathologists will complete service logs and monthly progress reports in such web-based applications for students. The speech and language pathologists will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service.
11. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by speech and language staff and personnel. Staff will be able to work up to 7.5 hours per school day.
12. The proposer must share a pay rate schedule for half days, snow days, holidays, and professional training seminars attended by speech and language pathologists.

C. Scope of Services

1. The proposer agrees to provide up to 10,000 total hours of speech and language therapy and related services to students, ages 3-22, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.
2. Therapy and related services must be provided by CT licensed, certified and qualified speech and language pathologists without delay to fill the immediate and changing needs of the District both in school and in home settings. The District has the right to interview each pathologist proposed and to determine if the person is appropriate to work with District students. The proposer will insure that all pathologists working in the District have had satisfactory criminal background checks, fingerprinting, drugs tests and DCF registry checks as required under law and will provide the District proof upon request.
3. The speech and language pathologists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student caseloads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
4. The speech and language pathologists provided by the proposer will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff when requested by the District.
5. The proposer will provide highly qualified pathologists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
6. The proposer will supervise its pathologists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's pathologists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to district administrative staff prior to public review.
7. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant speech and language therapy materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be **July 1, 2024 through June 30, 2027, with two (2) one-year (1) options.**

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 May 9, 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 May 14, 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 Waterbury Department of Education, Department of Special Education.

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

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

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

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

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

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

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Attachment B.

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and 5 paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on May 22, 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. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

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

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

4. Cost Schedule. Proposals shall include a single **hourly rate, for each year for three years, plus two additional option years** for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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 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.

Attachment A Documents

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

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL
#8094
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Speech and Language Therapy Services

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**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**
Abuse/Molestation Liability:	**$1,000,000 each Occurance** **$1,000,000 Aggregate**

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and 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.

REVISED

Section 4: Cost Proposal

Position	Year 1	Year 2	Year 3
Speech Language Pathologist	$90.00/hr.	$92.00/hr.	$94.00/hr.

6/5/24

May 16, 2024

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

Re: RFP #8094 Speech and Language Therapy Services for the City of Waterbury

Dear Mr. McCaffery,

My name is Leo R. Blatz, R.N., M.S.N. I am the Chief Executive Officer of Worldwide Travel Staffing, Limited ("Worldwide"). Enclosed please find Worldwide's formal response to RFP #8094 Speech and Language Therapy Services for the City of Waterbury, Department of Education.

For 31 years, Worldwide has delivered quality healthcare professionals to state, federal, and private healthcare facilities throughout the United States and internationally. Worldwide is a 100% female owned and operated New York State corporation. Worldwide is a certified by the Joint Commission as a Health Care Staffing Services Agency (HCO ID: 488772). Worldwide has had zero deficiencies or requirements for improvement through six consecutive compliance audits. Worldwide is licensed and authorized to do business in the State of Connecticut. Worldwide will provide competent staff to the City of Waterbury, Department of Education ("City") who possess the necessary training, education, and experience requirements outlined in the solicitation.

Worldwide routinely provides healthcare staffing services to a variety of settings, including schools, public health departments, intermediate care facilities, and hospitals. Worldwide has worked closely with the City of Waterbury to provide nursing services to the Department of Public Health and Public School District since March of 2022. Worldwide maintains additional contracts with other school districts and educational institutions in Connecticut, Delaware, Kansas, Minnesota, New York, South Carolina, Tennessee, Virginia, and other locations nationwide. Additional locations where Worldwide provide healthcare staffing services to state-run facilities for child and adolescent clients with medical, behavioral health, and special needs are Alabama, Arizona, Colorado, Kentucky, Maine, Nebraska, North Carolina, Oregon, Texas, Vermont, Wisconsin, Wyoming, and others. All of us at Worldwide look forward to continuing successful staffing partnership with the City of Waterbury, Department of Education

I will continue to be the authorized representative and primary contact throughout the duration of this contract. I will be available 24 hours a day, seven days a week to answer any questions or address any concerns that may arise. My contact information is as follows:

Worldwide Travel Staffing, Limited
2829 Sheridan Drive
Tonawanda, NY 14150

Toll free no. 866-633-3700, ext. 101
Toll free fax no. 877-375-2450
Email: LBlatz@WorldwideTravelStaffing.com

If you have any questions or desire any clarifications for this response, please do not hesitate to contact me.

Sincerely,

Leo R. Blatz, RN, M.S.N.
Chief Executive Officer

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..... Annual Statement of Financial Interests

..... Certification Regarding Debarment, Suspension, Ineligibility and Exclusion

..... Disclosure and Certification Affidavit Regarding Outstanding Obligations

..... Certificate of Insurance

..... Corporate Resolution

Section 1: Proposer Information

a. **Firm Name:** Worldwide Travel Staffing, Limited

b. **Permanent Main Office Address:** 2829 Sheridan Drive, Tonawanda NY 14150

c. **Date Firm Organized:** 1993

d. **Legal Form of Ownership:** New York State Corporation (FID 16-1432616)

e. **Years of Service:** 31 years

f. **Names, Titles, Relationships, Background & Experience of Principal Members**

Management Team & Officers

President / Director of Nursing / Clinical Specialist - Laurie A. Dolega, R.N., M.S.N.
40 years of Corporate Executive Experience

Laurie A. Dolega, R.N., M.S.N., has over 40 years of experience as a Registered Nurse, 40 of which involved the direct management and placement of healthcare professionals. Ms. Dolega will be the Clinical Specialist throughout the duration of the contract, responsible for the screening and second interviews of all submissions.

Chief Executive Officer – Leo R. Blatz, R.N., M.S.N.
40 years of Corporate Executive Experience

Leo R. Blatz, R.N., M.S.N., will be the contact for clinical related matters throughout the duration of this contract. Mr. Blatz will be available 24/7 for immediate response to any contract questions or emergency situations. Mr. Blatz began working with state and federal government contracts in 1987. During his 40-year healthcare staffing career, Mr. Blatz has overseen $1B in contracts. Mr. Blatz has successfully negotiated and serviced contracts throughout the United States and 13 international locations.

Chief Operating Officer – Joseph B. Giaimo
26 years of Corporate Executive Experience

Joseph B. Giaimo supervises Worldwide's recruiters and their day-to-day recruitment of candidates to all client facilities. Mr. Giaimo is also responsible for the recruitment and reporting requirements associated with the Oklahoma Department of Veterans' Affairs, the Vermont Department of Mental Health, the New York State Office of General Services, the Texas Department of Criminal Justice, the North Carolina Department of Health and Human Services, numerous state hospital contracts and multiple large hospital associations.

Director of Government Contracting – Samuel J. Giordano III, M.B.A.
16 years of Healthcare Recruitment Experience

Sam Giordano oversees Worldwide's staffing operations with the Alabama Department of Health, the Mississippi Department of Veterans Affairs, the Minnesota State Academies for the Deaf and Blind, the West Virginia Department of Health and Human Resources, and the Wyoming Department of Health. Mr. Giordano also manages contracts with the Alaska Department of Corrections, and the New Hampshire Department of Corrections. Mr. Giordano collaborates with facility contracts to ensure qualified staff are available to satisfy facility staffing needs.

Vice President of Educational Staffing – Kevin Peters, B.A.
10 years of Healthcare Recruitment Experience

Kevin Peters presently manages Worldwide's contract with the City of Waterbury Public health Department and Public Schools. Kevin also oversees Worldwide's staffing operations with the Arizona Department of Economic Security, Arrowhead Medical Center/San Bernardino County California, the City of New Haven Heath Department and Schools, the Tennessee Schools for the Deaf, the Virginia Department of Behavioral Health and Developmental Services, Loudon County School District, the Virginia School for the Deaf, Medefis, Inc., the Minnesota Department of Veterans Affairs Homes, and the South Carolina Department of Mental Health.

Section 2: Experience, Expertise, and Capabilities

a. Philosophy Statement and Business Focus

Worldwide Travel Staffing, Limited ("Worldwide") strives to provide client facilities with the highest quality of healthcare professionals available to assist with their staffing needs. Worldwide guarantees to perform as a true staffing partner with its client facilities; and to do so in the most efficient and cost-effective manner.

Worldwide stresses to all staff that they are "guests" at the facilities, throughout their engagements. Worldwide's staff will follow all directives from the facility, be reasonable, flexible and act like a true team member at all times. Worldwide's core values center around servicing our clients' needs and treating all patients with quality care. Worldwide is proud to employ the most skilled and adaptable professionals available in the medical staffing industry. Worldwide is committed to collaborating with its client facilities to establish a successful staffing partnership.

b. Summary of Relevant Experience

References

1. Company Name: Virginia School of the Deaf and the Blind
   Contact: Lindsay Burris, Principal
   Phone Number: 540-332-9014

Email Address: Lindsay.burris@vsdb.k12.va.us
Project Dates: February 2022 – Present
Gross Cost: $175,000 to date
Scope:

Worldwide has provided temporary therapist services to the Virginia School for the Blind from June of 2022 to the present.

Completed in Original Timeframe & Budget?

Worldwide provided therapist services within the timeframe of the contract. Worldwide has met all budget requirements of the contract. If the budget needs to be increased, due to the client requiring additional services, an addendum shall be issued and signed by all parties.

2. Company Name: City of New Haven School District and Health Department
   Contact: Monika Lopez, RN, Nurse Coordinator
   Phone Number: 203-836-4088
   Email Address: mlopez@newhavenct.gov
   Project Dates: February 2021 – Present
   Gross Cost: $7 M to date
   Scope:

The New Haven City Department of Health (CT) awarded Worldwide a contract in February 2021. Worldwide rapidly supplied nursing staff to the Department of Health and School District. Nurses are assigned to City schools, health clinics, vaccination sites, and other City locations.

Completed in Original Timeframe & Budget?

Worldwide provided nursing services within the timeframe of the contract. Worldwide has met all budget requirements of the contract. If the budget needs to be increased, due to the client requiring additional services, an addendum shall be issued and signed by all parties.

3. Company Name: Rochester Psychiatric Center
   Contact: Sarah Reynolds, MS, OTR/L, Chief Occupational Therapist
   Phone Number: (585)241-1855
   Email Address: sarah.reynolds@omh.ny.gov
   Project Dates: February of 2019 – Present
   Gross Cost: $43,000 to date
   Scope:

Worldwide began providing the New York State Office of Mental health with speech language pathologist services in February of 2019. The contract entails providing as needed speech language pathologist services to Rochester Psychiatric Center.

Completed in Original Timeframe & Budget?

Worldwide provided nursing services within the timeframe of the contract. Worldwide has met all budget requirements of the contract. If the budget needs to be increased, due to the client requiring additional services, an addendum shall be issued and signed by all parties.

Contracts with the City of Waterbury

1. **Company Name:** City of Waterbury School District and Health Department
   Contact: Lois Mulhern, RN, BSN, Nursing Supervisor
   Phone Number: 203-574-6680
   Email Address: lmulhern@waterburyct.org
   Project Dates: March 2022 – Present
   Gross Cost: $1.1M to date
   Scope:

Worldwide began working with the City of Waterbury School District and Health Department in March of 2022. Worldwide provides nursing services to the health department clinics, vaccination sites, and public schools under this contract.

Additional Experience

Worldwide routinely provides temporary speech pathologist and related therapist services to facilities identical to those outlined in the solicitation. Worldwide maintains contracts with school districts and child and adolescent facilities in Alabama, Arizona, Colorado, Connecticut, Delaware, Hawaii, Kentucky, Minnesota, New York, North Carolina, North Dakota, Tennessee, Texas, Utah, Virginia, Wisconsin, and other locations nationwide.

Worldwide began working with the City of Waterbury School District and Health Department in March of 2022. Worldwide provides nursing services to the health department clinics, vaccination sites, and public schools under this contract. The New Haven City Department of Health awarded Worldwide a similar contract in February of 2021. Worldwide provides nursing and nurse practitioner services to the city clinics and public schools. Worldwide has had equal success rapidly deploying staff to both locations. Worldwide has provided more than $8 M i n nursing services to date.

Worldwide initially began providing nursing services to the New York State Schools for the Blind and Deaf in November of 2007. Worldwide was subsequently awarded a contract for the provision of nursing services to the Kansas School for the Blind in August of 2017. Worldwide was awarded similar contracts for the provision of therapy services to the Tennessee Schools for the Deaf (Nashville and Knoxville Campuses), and the Virginia School for the Blind in June of 2022, February of 2022, and September of 2023, respectively. Worldwide has received positive feedback from facility administrators. Worldwide has similar contracts with the Lewiston-Porter School District in New York, the Colonial School District in Delaware, the Florence County School District #4 in South Carolina, Loudon County Public Schools in Virginia, and Valley

Stream UFSD Thirty and Central High School Districts, in New York. Worldwide has provided more than $750,000 in school nursing services to the above locations.

Worldwide was awarded the State of New York Executive Department, Office of General Services ("OGS"), Temporary Personnel Services contract (no. PS63482) in November 2007. The contract was recently renewed for an additional 5-year term in 2022. Under the OGS contract, Worldwide provides fully credentialed, professional registered nurses, licensed practical nurses, certified nursing assistants, surgical technologists, physical therapists, psychiatrists, physicians, dentists, and allied healthcare professionals to all OGS facilities. Some of these facilities include the following: the New York State Department of Corrections, City University of New York, Long Island DDSO, the New York State Office of Mental Health, Capital District DDSO, New York State Department of Health, New York State Workers Compensation Board, and others. Since the initial contract's inception, Worldwide has filled 97% of the shifts where job orders have been received from OGS facilities. Worldwide provides per diem and long-term healthcare professionals under the OGS contract.

Worldwide began providing healthcare professionals to Wyoming State Hospital in November of 2005. Worldwide was awarded separate contracts for nursing services and advanced practice registered nurses. Worldwide began recruitment for staff with the Wyoming Life Resource Center as an addendum to the current contract in March of 2016. The contract was expanded to add occupational, physical, and speech language pathologist services in 2022. The Wyoming Retirement Center was added as a subsequent addendum in 2018Worldwide provides inpatient and outpatient skilled nursing and intermediate care, nurse practitioner, nursing assistant, and therapist services to Wyoming Department of Health facilities. Since the contract award Worldwide has provided $17 M in staffing services. The contract presently runs through June of 2026.

Worldwide is a provider of agency nursing services to Loudoun County Public School District. Worldwide has also working with the Virginia Department of Behavioral Health & Developmental Services ("DBHDS") in 2012. Worldwide provides registered nurse, licensed practical nurse, and certified nursing assistant staffing services to DBHDS facilities. Since the initial contract award, Worldwide has provided nearly $12 M in agency staffing services to the state-operated facilities within the system. Worldwide has established exceptional relationships with Catawba State Hospital, Eastern State Hospital, Northern Virginia Mental Health Institute, Southern Virginia Mental Health Institute and the Commonwealth Center for Children and Adolescents. Worldwide was awarded a similar contract for the provision of locum tenens staff in May of 2017. Subsequent contracts for statewide nursing services and temporary medical staffing services were awarded for the DBHDS and Department of Corrections in October of 2022 and August of 2023.

Worldwide was awarded a contract with the Minnesota State Academies for the Deaf and Blind for physical therapist supervisor services in December of 2020. Worldwide rapidly identified and placed a therapist to oversee two state-run school therapy programs for the deaf. Worldwide was also awarded a contract for the provision of temporary healthcare workers with the Minnesota Department of Administration, Department of Human Services ("MDHS") in September of 2020. The MDHS is a public sector client. The contract is for the provision of

nursing and direct care staff to assist with COVID-19 relief at state and private run group homes, skilled nursing, substance use disorder, and assisted living facilities, homeless shelters and long-term care centers. Worldwide has rapidly supplied staff to various facilities throughout the state of Minnesota to relieve staffing strains caused by the COVID-19 pandemic. Worldwide has provided more than 200 healthcare professionals on more than 400 individual assignments.

Worldwide was awarded a contract with Alabama Department of Mental Health in October of 2020 to provide nursing services to three psychiatric facilities in Tuscaloosa. A subsequent contract for the provision of L.P.N. staffing services was awarded with the Alabama Department of Youth Services in April of 2021. The contract entails providing nursing services to three additional facilities in Birmingham and Montgomery. Worldwide has rapidly placed nursing staff at these locations. Worldwide has provided more than $2 M in temporary nursing services to the state of Alabama to date.

Worldwide began providing temporary nursing services to the Kansas Department of Administration ("KDA") in February of 2015. Worldwide added Larned State Hospital in January of 2016 and the Kansas School for the Blind in August of 2017. Similar contracts for the provision of temporary nursing services and medical staffing were awarded with KDA and the Kansas Soldiers Homes. Worldwide additionally provided 20 COVID vaccination nurses within one week upon receipt of a request to facilitate a vaccination initiative in Topeka, Kansas for the Kansas Division of Emergency Management. A subsequent contract for the provision of Physical Therapist Staff ("PCSS") was awarded at Osawatomie State Hospital in February of 2023. Worldwide presently has more than 100 healthcare professionals assigned to the KDA facilities. The contract was renewed for an additional term through August of 2024. Worldwide has provided $110 M in staffing services to the state of Kansas.

Worldwide has worked closely with the Commonwealth of Kentucky to provide temporary nursing staff to various facilities since 2017. Worldwide maintains contracts with the Thomson-Hood Veterans Center, the Carl M. Brashear Radcliff Veterans Center and the Kentucky Cabinet for Health and Family Services, Department for Behavioral Health, Developmental and Intellectual Disabilities ("DBHDID"). Worldwide has provided emergency COVID-19 staffing services to Thomson Hood and DBHDID facilities. Worldwide provides staff to Western State Hospital, Western State Nursing Facility, Glasgow Skilled Nursing Facility, and the Kentucky Correctional Psychiatric Center under the contract with the DBHDID. An additional contract for nursing services to state-run youth detention, group home, and developmental centers was awarded in August of 2022. Worldwide has provided $9 M in temporary nursing and nurse aide staffing services to the Commonwealth of Kentucky since the initial contract award in November of 2017.

Worldwide was awarded a contract for the provision of nursing services to the Arizona Department of Economic Security ("DES") in March of 2020. The contract entails providing long-term and as-needed temporary registered nurse and licensed practical nurse staff to state-run group homes, intermediate care facilities and training programs throughout Arizona. Worldwide seamlessly transitioned over 30 nurses from the previous vendor within two weeks of award. Worldwide also credentialed and hired additional nurses to assist with ongoing staffing needs during the COVID-19 pandemic. All nurses are required to have prevention and support,

tracheotomy, and ventilator certifications prior to beginning work. Worldwide has provided more than $3.25 M in nursing services to the AZ DES to date.

Worldwide has been working with the State of Colorado since 2014. The CO DHS awarded Worldwide contract number SDSD1460203IIB for the provision of temporary medical staff at the Colorado Mental Health Institutes at Pueblo and Fort Logan in July of 2014. Subsequent contracts were awarded for temporary nursing and clinical medical staffing services in June of 2017 and July of 2018. The current contracts run through 2023 and 2025, respectively. Worldwide has also held contracts with various public health departments and private healthcare facilities in the state of Colorado including Clear Creek County, Pueblo County, Routt County, and numerous private healthcare facilities throughout the state of Colorado. Worldwide has provided more than $10 M in temporary medical staffing services to Colorado facilities date.

Worldwide has been a primary provider of temporary nursing staff to the North Carolina Department of Health and Human Services, Division of State Operated Healthcare Facilities ("DSOHF") since 2010. In March of 2010, the DSOHF awarded Worldwide Primary Vendor Status for all DSOHF operated facilities. The contract was renewed for additional three-year terms in April of 2012, June of 2016, and January of 2021. Worldwide currently has more than 200 healthcare staff assigned to North Carolina facilities.

Worldwide provides mental health and medical nursing services to patients of all age ranges, pediatric through geriatric, at nine DSOHF locations including: Broughton Hospital, Central Regional Hospital, Cherry Hospital, and the Division of Services for the Blind. Worldwide added three state-run alcohol and drug abuse treatment centers as an addendum to the DSOHF contract between 2012 and 2014. Worldwide also established an "as needed" healthcare technician staffing pool at the Black Mountain Neuro-Medical Treatment Center in 2012. Worldwide began working with the Murdoch Developmental Center in 2016. The Murdoch Center is a state-run developmental center in North Carolina, providing support to adult patients with intellectual and developmental disabilities, complex behavioral challenges, or medical conditions. Worldwide has placed directors of nursing, supervisory psychologist, and psychiatrist staff in North Carolina as addendums to the DSOHF contract. Worldwide has developed an excellent staffing partnership with the state of North Carolina.

Worldwide maintains a per-diem staffing contract with the state of Hawaii Office of Youth Services at the Hawaii Youth Correctional Facility. The contract was awarded July 2014 and was extended for an additional five-year term through October of 2024. Worldwide provides registered nurses that assess and treat the physical and mental health of patients ages 12 to 19. A subsequent contact for the provision of nurse practitioner staff was added in November of 2019 with an affiliate organization, Residential Youth Services & Empowerment. A subsequent contract for the provision of nursing, nurse practitioner, and certified nursing assistant staff was awarded in November of 2021. Worldwide has provided nearly $6 M in staffing services to the state of Hawaii since the initial contract award in 2014.

Worldwide began working with the Utah Department of Human Services ("DHS") in 2018. The contract entails providing nursing services to the Southwest Utah Youth Center in Cedar City, Utah. A subsequent contract for the provision of identical services to two additional state-run

facilities was awarded in March of 2020. Worldwide has additionally assisted with patient companion sitter projects at facilities in Salt Lake City and an electronic medical record implementation project. Worldwide has provided more than $575,000 hours of on-call and as-needed nurse staffing services to the Utah DHS since the initial contract award.
Worldwide currently maintains contracts with the following large hospital associations: HealthTrust Workforce Management Solutions (formerly Parallon / All About Staffing, Inc., Hospital Corporation of America), Medefis, Kaiser Foundation Hospitals, New Mexico Hospital Association, and the South Carolina Hospital Association. International contracts are active in the U.K., Ireland, Australia, and New Zealand

c. Personnel Listing

Chief Executive Officer – Leo R. Blatz, R.N., M.S.N.
40 years of Corporate Executive Experience

Leo R. Blatz, R.N., M.S.N., will be the contact for clinical related matters throughout the duration of this contract. Mr. Blatz will be available 24/7 for immediate response to any contract questions or emergency situations. Mr. Blatz began working with state and federal government contracts in 1987. During his 40-year healthcare staffing career, Mr. Blatz has overseen $1B in contracts. Mr. Blatz has successfully negotiated and serviced contracts throughout the U.S. and 13 international locations. Mr. Blatz has also served as an advisor to the Joint Commission.

Chief Operating Officer – Joseph B. Giaimo
26 years of Corporate Executive Experience

Joseph B. Giaimo supervises Worldwide's recruiters and their day-to-day recruitment of candidates to all client facilities. Mr. Giaimo is also responsible for the recruitment and reporting requirements associated with the Oklahoma Department of Veterans' Affairs, the Vermont Department of Mental Health, the New York State Office of General Services, the Texas Department of Criminal Justice, the North Carolina Department of Health and Human Services, numerous state hospital contracts and multiple large hospital associations.

Director of Government Contracting – Samuel J. Giordano III, M.B.A.
16 years of Healthcare Recruitment Experience

Sam Giordano oversees Worldwide's staffing operations with the Alabama Department of Health, the Mississippi Department of Veterans Affairs, the Minnesota State Academies for the Deaf and Blind, the West Virginia Department of Health and Human Resources, and the Wyoming Department of Health. Mr. Giordano also manages contracts with the Alaska Department of Corrections, and the New Hampshire Department of Corrections. Mr. Giordano collaborates with facility contracts to ensure qualified staff are available to satisfy facility staffing needs.

Vice President of Educational Staffing – Kevin Peters, B.A.
10 years of Healthcare Recruitment Experience

Kevin Peters oversees Worldwide's staffing operations with the Arizona Department of Economic Security, Arrowhead Medical Center/San Bernardino County California, the Shelby County Board of Education, the Tennessee School for the Deaf, the Virginia Department of Behavioral Health and Developmental Services, Loudon County School District, the Virginia School for the Deaf, Medefis, Inc., the Minnesota Department of Veterans Affairs Homes, and the South Carolina Department of Mental Health.

Resumes

Enclosed please find the personnel listed resumes.

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d. Conflict of Interest

Worldwide does not have any business, financial, personal, or any other type of relationship that poses a conflict of interest within the past 3 years.

Section 3: Statement of Qualifications and Work Plan

a. Qualifications

Worldwide is a New York State corporation established in 1993 (FID 16-1432616). Worldwide is a certified by the Joint Commission as a Health Care Staffing Services Agency. (HCO ID: 488772). Worldwide has had zero deficiencies or requirements for improvement through six consecutive compliance audits. For 31 years, Worldwide has delivered quality healthcare professionals to state, federal government, and private healthcare facilities throughout the United States and internationally. Worldwide has the qualifications and experience necessary to responsibly perform the services outlined in the solicitation. Worldwide routinely deploys speech language pathologists and other healthcare professionals to settings identical to those described in the RFP. Some of these clients include public and private schools, public health departments, pediatric clinics, child and adolescent psychiatric and medical hospitals, intellectual and developmental disability facilities, juvenile secure facilities, and youth centers.

Worldwide has ample knowledge and understanding of school therapy recruitment, placements, and oversight. Worldwide has effectively collaborated with client facilities globally to achieve safe staffing levels and continuity of care for school districts and their students. Worldwide is familiar with the nuances of city, county, and state government practices, procedures, laws, and regulations. Worldwide places a strong emphasis on customer service, visibility, continuity of care and client satisfaction, which includes a proven history of flexibility and adaptability. Worldwide will provide competent staff who possess the necessary training, education and experience in the specific areas outlined in the bid. Worldwide is confident that the current administration at the City of Waterbury ("the City") will attest to Worldwide's skillset and abilities.

Worldwide recognizes that the contract and initial transition must be an ongoing, collaborative, and adaptive process. Worldwide will immediately implement changes and make improvements whenever requested within 24 hours of notification. Worldwide will aggressively advertise and recruit during the days and weeks following the award, to fill any additional vacancies, ensuring quality services and safe staffing levels for the students of the City. Worldwide does not anticipate any potential problems or issues that will arise in the contract or during the recruitment stage.

Worldwide will secure the necessary compliance documentation required for employment per the State of Connecticut, City, and Joint Commission standards. Once all compliance documentation has been received and the appropriate compliance forms have been completed, the recruiter will present the information to Worldwide's Clinical Specialist. The Clinical Specialist will perform a second review of the documentation. If all documentation is in order, the Clinical Specialist will sign off on the compliance forms for each THP submitted. Only those

candidates that satisfy the criteria outlined in Worldwide's credentialing process and meet the City's specific requests shall be considered for submission.

Capacity and Capability

Worldwide currently has a pool of more than 1,200 travel and local healthcare professionals actively employed at more than 500 facilities throughout the continental United States and its territories. Worldwide maintains an active database of over 350,000 qualified healthcare professionals. The database is updated via targeted local and national journal advertising, a user-friendly website, practitioner referral programs, and a benefits package that is unsurpassed in the industry. All eligible candidates are available for consideration with the City. Worldwide is familiar with the nuances of city and state government practices, procedures, laws, and regulations. Worldwide places a strong emphasis on customer service, visibility, continuity of care and client satisfaction, which includes a proven history of flexibility and adaptability.

Worldwide recognizes that the contract must be an ongoing, collaborative, and adaptive process. Worldwide has a team of more than 75 full-time office staff members dedicated to carrying out administration, clinical oversight, recruitment, quality assurance, marketing, accounting, information technology, and all aspects of the project.

Worldwide will show sufficient understanding and qualifications necessary to successfully execute the scope of the work for the City and the Department of Education. Worldwide has an established relationship with the City to provide nursing services and has a proven track record of working quickly and effectively upon notification of award. Worldwide will utilize our time-tested recruitment and quality assurance plan to ensure that we are providing efficient personnel to perform the scope of work provided and any other tasks that might be required for this solicitation. Tasks shall include, but not be limited to recruitment, interviewing, quality assurance, reporting, and experience.

b. Work Plan

Worldwide's keen understanding of the educational healthcare market has allowed Worldwide to effectively collaborate with schools and youth client facilities globally to achieve safe staffing levels for more than 31 years. Worldwide will follow all the qualifications and deliverables outlined in the RFP. Worldwide will provide competent Speech Language Pathologists who possess the necessary training, education and experience in the specific areas outlined in the bid. Worldwide will comply with current and future standards established by the state and City. Worldwide will demonstrate sufficient understanding and qualifications necessary to successfully execute the scope of the work for the City of Waterbury, Department of Education by utilizing Worldwide's established comprehensive recruitment, screening, management, and oversight process to ensure candidate compatibility with the City's staffing needs and ensure the scope of work is completed in a satisfactory manner. Worldwide is a flexible and accommodating staffing partner with a proven history of success on similar projects.

Understanding Scope of Work

Worldwide agrees to provide the City with up to 10,000 total hours of speech and language therapy and related services to students ages 3 – 22 to the Waterbury School District. Assigned speech pathologists will work the number of hours, days, or portions of days as directed by the District during the school year and during summer months. Worldwide will only bill for hours worked on days when school is in session, with the exception of homebound services. All therapy and related services will be completed by qualified speech and language pathologists that have a valid and active Connecticut license. Worldwide will fill vacancies without delay to meet the immediate and changing needs of the District in both school and in-home settings. Worldwide understands that the District reserves the right to interview each speech language pathologist proposed to determine if the person is appropriate to work with the District. Worldwide will ensure that all speech pathologists complete and have had a satisfactory criminal background check, fingerprinting, drug test, and DCF registry check, as required under law and will provide proof to the City upon request.

Worldwide's speech language pathologists agree to will work under the guidance or direction of the District personnel. Assigned staff will be assigned student caseloads and other related responsibilities. The speech language pathologists will participate in planning and placement team meetings for individual students, and will collaborate, train, assist, co-teach, obtain professional development, and other services at the Districts request. Assigned staff shall write goals and objectives for student IEPs, communicate with the student's health providers as necessary, and will complete other duties, as directed. Worldwide will immediately provide substitute staff for those who are absent. Worldwide staff will be participate with in-services, professional development, and will provide relevant speech and language therapy materials to Waterbury staff and parents as directed by the District.

Each speech pathologist will provide timely and complete reports requested by Waterbury staff. Speech pathologists will additionally provide the District with Medicaid documentation in a form and manner acceptable to the District. Worldwide will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. Worldwide will monitor the hours serviced and ensure that all terms, compliance, hours and amounts of the contract are submitted on each bill to the district.

Recruitment Process

Worldwide is prepared to initiate recruitment and provide pathologist for consideration immediately upon notification of award. Worldwide maintains an active database of over 350,000 healthcare professionals. The database is updated daily due to targeted national advertising, a user-friendly website, practitioner referral programs and a benefits package that is unsurpassed in the industry. Our active approach to recruiting has been proven to fill vacancies rapidly and efficiently. All candidates will maintain licensure and certifications that are active and in good standing in Connecticut.

Worldwide advertises monthly in almost every major industry periodical and numerous regional and local publications. Each week, hundreds of potential candidates contact Worldwide in

response to print advertising and other recruitment activities while an average of more than 300 electronic applications per week go through our website.

Recruitment efforts include, but are not limited to national advertising, "cold calls" by recruiters, email blasts, referral programs, mass mailings, and an established internet presence via our website and various social media. Worldwide also participates and exhibits in numerous healthcare-related conferences and conventions. Additionally, Worldwide maintains subscriptions to online job services such as Indeed, ZipRecruiter, Monster, Absolutely Healthcare and Career Builder.

Candidate screening and submissions will take place immediately following the contract award. Worldwide provides candidates for consideration on average, within 48 to 72 hours of request. Most candidates will be submitted within 24 hours of receipt of a job order. Worldwide will immediately respond to any requests made by the City for nursing services as to whether staff are available. Most requests will be replied to immediately upon receipt or within a few minutes thereof.

Worldwide is available to field requests for healthcare personnel 24 hours-per-day, 365 days-per-year, including holidays. Worldwide does not utilize an answering service. A live representative will be available off-business hours, on weekends and holidays to field staffing requests.

Proposed Staff Personnel Listing and Resumes

Enclosed are sample speech language pathologist candidate resumes.

Speech and Language Pathologist:

Alyssa Johnson, MS CCC-SLP
Cole Forester-Clarke, MS CCC-SLP
Hannah Lundeen, MS SLP
Hillary Wiener, MS CCC-SLP
Natalie L. Finley, MS CCC-SLP
Nicole Kulmaczewski, MS SLP
Stephanie Walker, MS CCC-SLP
Stephanie Anne LoPresti, MS CCC-SLP TSSLD

Staff Turnover

Worldwide's turnover rate is 16%. Contract extensions are encouraged and frequent. Failed assignments are uncommon. More than 80% of Worldwide healthcare professionals continue their assignments following the completion of their initial school year. Much of this can be attributed to Worldwide's Loyalty Rewards Program and a healthcare benefits package that is fully compliant with the Affordable Care Act and is unsurpassed within the industry. Worldwide also provides 401(k) and a Referral Bonus Program to attract and retain our healthcare

professionals. It is common for Worldwide healthcare professionals to remain active for multiple years.

Quality Assurance

Worldwide utilizes a time-tested Performance Improvement Program. The program is specifically designed to monitor the system of accountability in the administration, supervision, and management of Temporary Healthcare Professionals ("THPs"), as well as the ongoing review of company policies and procedures. The program promotes quality patient care, comprehensive hiring and credentialing practices, and employee performance monitoring. Adherence to the values and framework of the Performance Improvement Program has enabled Worldwide to provide the highest quality of personnel and customer service to our valued clients.

The process begins with the receipt of a signed and dated application for employment and skills checklist. The documents are reviewed to ensure an appropriate candidate fit. The skills checklist is updated annually, and the credentials of the applicant are verified. Professional licensure and certifications are verified with the appropriate agencies, employment references and work experience are confirmed, and Excluded Parties List System ("EPLS") and Office of Inspector General ("OIG") searches are conducted. Worldwide utilizes Clinical Assessments Company by Prophecy to perform medication tests and skills verification. The candidate's file is reviewed by the Clinical Specialist. An interview is conducted to ensure that the candidate has the appropriate skill set and experience to be considered for the job order.

The following is a list of requirements and documentation for Worldwide personnel. All documentation and credentialing meet or exceed state of Connecticut, Joint Commission and City standards. The documentation is forwarded to the facility upon notification of interest in a pathologist's application:

- A completed employment application or resume and interview exploring work history and skills checklist
- Proof of a masters degree or doctorate in speech and language pathology from an accredited post-secondary institution
- Proof of a minimum of at least one (1) year of healthcare experience working with students ages 3 - 22 in the field of speech and language therapy
- Professional references from previous employers confirming clinical skills, experience, and proven track record providing similar services
- Current and valid licensure within the State of Connecticut and CT State Department of Education
- A current copy of AED and CPR and any other certificates as determined in accordance with the facility requirements
- Any additional training that is required by the facility prior to start date
- A copy of an annual physical examination
- A copy of an annual PPD or copy of chest x-ray and TB screening questionnaire

- Signed documentation stating THP has immunization, is in the process of receiving vaccine, or is declining the vaccination as relates to Hepatitis B
- MMR Titer or immunization series
- Varicella Titer or immunization series
- COVID vaccination series, exemption, or declination
- Annual influenza vaccination, exemption, or declination
- Fingerprinting, criminal background checks, and DCF registry checks conducted in accordance with facility specifications
- A drug screen prior to beginning work assignment
- OIG and EPLS searches
- A completed I-9 form, including a photocopy of driver's license and social security cards
- Annual in-service training covering the following topics:
    - standard precautions
    - bloodborne pathogens
    - universal precautions
        - fire/electrical safety
    - OSHA hazard communications policy
    - Age Specific Competency
        - Worldwide's Age Specific Education and Post Test form is being utilized in a career technical education program in Oklahoma to help prepare a variety of health care students for clinical.
    - HIPAA training
    - violence prevention
    - diversity in the workplace
    - national patient safety goals
    - Sexual harassment prevention training
- Any additional requirements which may be requested by the facility or by contract

Once all compliance documentation has been received and the appropriate compliance forms have been completed, the recruiter will present the information to Worldwide's Clinical Specialist. The Clinical Specialist will perform a second review of the documentation. If all documentation is in order, the Clinical Specialist will sign off on the compliance forms for each THP submitted.

Only those candidates that satisfy the criteria outlined in Worldwide's credentialing process and meet the facility's specific requests shall be considered for submission. The requirements established by the contract provisions are reviewed. Should the profile meet or exceed both criteria, the THP's file will be completed and submitted with the required documentation for review by the designated facility contact. If the facility contacts requests that the THP be assigned directly to a position, that preference will be accommodated. Immediately following the THP's acceptance of assignment, Worldwide will provide a confirmation letter to the facility contact.

Worldwide is committed to obtaining and monitoring all THP compliance. Upon initial acceptance of an assignment, the THP is issued written correspondence outlining the compliance

documentation that is required. Any compliance items that may expire during the life of the contract are flagged, and the date the updated documentation is required will be listed. All compliance is to be submitted to Worldwide prior to the start of the assignment.

Worldwide's Compliance Officer reviews the compliance forms and continually monitors THP performance. This practice ensures that THPs maintain compliance with all evaluation, education, certification, and facility requirements. Self-evaluation forms are sent to THPs during the first month on assignment. Client evaluation (evaluation of off-site agency personnel) forms are sent to the facility prior to the THP's completion of an assignment. The evaluation forms are placed in the THP's file and updated annually and at the completion of each.

Worldwide's Performance Improvement Committee conducts monthly meetings to assure the regulated approach to quality customer service and healthcare needs are satisfied. The meetings include: Worldwide's Clinical Director, Chief Executive Officer, Chief Operating Officer, Compliance Officer, and designated Account Manager. During the monthly meetings, new information or any variances from the facility's expectations are explored. Recommendations for improvements in service delivery are discussed and implemented if necessary. Policies are created or revised as indicated.

Worldwide's Clinical Director, Leo R. Blatz, R.N., M.S.N., is available to all facilities 24 hours a day, seven days a week. Mr. Blatz will be available to meet onsite at any facility within 24 hours of a request. Mr. Blatz routinely visits client facilities approximately once every three months. Meetings are held with active staff to identify and rectify any problems. Summaries of the meetings are provided to the client facilities when indicated.

Evaluation Process

The self-evaluation forms, client evaluation forms, clinical specific screening exams and skills checklists assist Worldwide's Account Manager and Clinical Specialist in evaluating THPs and detecting potential areas of improvement. The Clinical Specialist will use this information to work with the THP to identify continuing education programs that will be beneficial. Worldwide recognizes that maintaining quality patient care requires continued education. All THPs are encouraged to advance their education and certifications by attending in-service programs and continuing education courses. Worldwide compensates full-time THPs for attendance at both mandatory and non-mandatory in-service programs.

Worldwide utilizes Clinical Assessments by Prophecy to provide Continuing Education Credits, clinical competency examinations and assessments to THPs. All assessments are completed online and are automatically scored, providing Worldwide with immediate results pinpointing behaviors and assessing knowledge. The online program offers a valid and reliable way to evaluate both applicants and incumbents, thereby advancing patient safety and satisfaction, while reducing turnover.

Worldwide utilizes Goldmine customer relationship management software to manage healthcare staff and client contacts, track placements, store electronic notes and records, print reports and monitor compliance. The software enables Worldwide to maintain detailed information on all

candidates. Recruiters regularly compile information on each candidate as it relates to their qualifications, experience level, expertise in specific disciplines and past performance. That information is filtered and applied to the specific needs of the client.

Goldmine is also used to collect and analyze monthly data on compliance. The software tracks compliance and executes monthly reports flagging individuals with compliance items that are scheduled to expire and require action. The reports notify expiration of compliance documentation at 60 and 30-day intervals, prior to the date of expiration. Worldwide's Compliance Officer oversees the data collection and follows up on the reports to ensure that THPs remain in compliance.

Immediately upon the receipt of any inquiries, complaints or other incidents reflecting irregularities from any participating institution, the Account Manager, Clinical Specialist, Chief Executive Officer, and any other staff indicated, will meet to investigate the matter. A conference call may be requested with the facility to discuss the details of the incident. If the incident is of a serious nature, the Chief Executive Officer and Clinical Specialist will meet on site at the facility. The meetings shall be held within 24 hours of the initial report and scheduled at the facility's convenience.

Worldwide's Performance Improvement Committee conducts monthly meetings to assure the regulated approach to quality customer service and healthcare needs are satisfied. The meetings include: Worldwide's Clinical Director, Chief Executive Officer, Chief Operating Officer, Compliance Officer, and designated Account Manager. During the monthly meetings, new information or any variances from the facility's expectations are explored. Recommendations for improvements in service delivery are discussed and implemented if necessary. Policies are created or revised as indicated.

Original copies of all the above documentation will be maintained in employee files located at 2829 Sheridan Drive, Tonawanda, NY 14150. All files are maintained in accordance with privacy and non-discriminatory regulations enforced by both federal and state laws.

Reporting Methodology

Worldwide recognizes the importance of maintaining service level commitments, routine communication, proper invoicing, payment, and adherence to mandatory reporting requirements. Worldwide accepts and agrees to the following reporting requirements including, but not limited to:

- Communicating with staffing leadership to provide continuous feedback and improvement.
- Submit appropriate documentation required for Medicaid billing purposed in a timely manner
- Utilize web-based platforms by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline)

- Invoices will be sent to the City monthly and provide backup documentation with the invoice
- Invoices shall itemize the work for hours worked, nurses start and end times, and provide verification of hours billed, contract number, nurse's name, job title, and school
- Submitting any additional information or reports as requested by the City

c. Services Expected of the City

Worldwide staff will be provided with a brief District specific training for documentation and day to day duties. Worldwide staff will also require any equipment, supplies, and/or medication for the students to administer proper care once at the District school or student's homes.

Section 4: Cost Proposal

Worldwide's cost proposal is enclosed separately.

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

a. Worldwide has never failed to complete any of the work awarded to in 31 years. Worldwide has successfully completed all work in the contracts awarded.

b. Worldwide has never defaulted on a contract.

c. Worldwide does not have any pending litigation that could affect Worldwide's ability to perform this agreement.

d. Worldwide has not had a contracted terminated for cause within the past five years.

e. Worldwide has not been named in a lawsuit related to errors and omissions within the past five years.

f. Worldwide has not filed for protection under the Federal bankruptcy laws in the past seven years.

g. No, there is no other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware of.

Section 6: Exceptions and Alternatives

Worldwide holds no exceptions to any of the requirements listed in the RFP. Worldwide accepts all terms and conditions outlined in the RFP.

Conditions

Worldwide is willing and agrees to adhere to all the conditions outlined in Section H: Conditions of the proposal.

Section 7: Additional Data

All School District References:

1. Facility Name: Virginia School of the Deaf and the Blind
   Contact Name & Title: Lindsay Burris, Principal
   Address:
   104 VSDB Dr,
   Staunton, VA 24401
   Phone Number: 540-332-9014
   Email Address: lindsay.burris@vsdb.k12.va.us

2. Facility Name: City of Waterbury School and Public Health Department
   Contract Name & Title: Lois Mulhern, BSN, RN, Nursing Supervisor
   Address:
   South Main Street,
   Waterbury, CT 06705
   Phone Number: 203-574-6680
   Email Address: lmulhern@waterburyct.gov

3. Facility Name: Florence County School District #4
   Contact Name: LaTisha Pegues
   Address:
   304 Kemper St,
   Timmonsville, SC 29161
   Phone Number: 843-346-3956 ext. 2114
   Email Address: lpegues@florence4.k12.sc.us

4. Facility Name: Minnesota State Academies
   Contact Name: Brittany Thomforde, Student Support Services Director
   Address:
   615 Olof Hanson Drive
   Fairbault, MN 55021
   Phone Number: 507-384-6677
   Email Address: brittany.thomforde@msa.state.mn.us

5. Facility Name: Valley Stream union Free School District 30
   Contact Name: Jeanine Wiese, R.N.
   Address:
   175 N. Central Ave.
   Valley Stream, NY 11580

Phone Number: 516-457-5576
Email Address: v jwiese@vs30.org

6. Facility Name: City of New Haven School District and Health Department
   Contact Name: Monika Lopez, RN, Nurse Coordinator
   Address:
   165 Church Street
   New Haven, CT 06510
   Phone Number: 203-836-4088
   Email Address: mlopez@newhavenct.gov

7. Facility Name: Shelby County Board of Education
   Contact Name: Dr. Patricia Bafford, Senior Manager, Health Services
   Address:
   160 S. Hollywood St
   Memphis TN 38112
   Phone Number: 901-416-5600
   Email Address: baffordpd@scsk12.org

8. Facility Name: Tennessee Schools for the Deaf, Nashville Campus
   Contact Name: Caroline Lucido, M.S., CCC-SLP, IEP and Eligibility
   Address:
   710 James Robertson PKWY,
   Nashville TN 37243
   Phone Number: 865-361-6121
   Email Address: c.lucido@tsdeaf.org

9. Facility Name: Tennessee Schools for the Deaf, Knoxville Campus
   Contact Name: Rachel Loope, IEP Administrative Assistant
   Address:
   2725 Island Home Blvd.,
   Knoxville, TN 37920
   Phone Number: 865-579-2417
   Email Address: r.loope@tsdeaf.org

10. Facility Name: Lewiston-Porter School District
    Contact Name: Melissa Laun, Director of Special Education and Grants
    Address:
    4061 Creek Road,
    Youngstown, NY 14174
    Phone number: 716-286-7250

#9a

WATERBURY PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 25, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **RFP # 8047 Worldwide Travel LPN**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Worldwide Travel.** The purpose of the agreement is to provide Licensed Practical Nurses (LPNs) who will provide individualized school based nursing services to students with disabilities ages 3-22 pursuant to the students' individual education plans (IEPs) and individual health care plans (IHCPs) or other medical / nursing instructions or plans provided by the students' health care providers, and other related work in accordance with the *Connecticut General Statutes* as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2024 and will terminate on June 30, 2027. The agreement is at a cost of **$2,490,390.00** for a three-year term. The purpose of this agreement is to provide individualized school based Licensed Practical Nurses (LPNs) services to students with disabilities and will be paid through General Funds.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8047
for
Special Education Nursing Services
Between
The City of Waterbury, Connecticut
and
Worldwide Travel Staffing, Limited

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 WORLDWIDE TRAVEL STAFFING, LIMITED (the "Consultant" or "Worldwide"), located at 2829 Sheridan Drive, Tonawanda, New York 14150, a State of Connecticut duly registered foreign corporation. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, Worldwide submitted a proposal to the City responding to **RFP No. 8047** for Special Education Nursing Services; and

WHEREAS, the City selected Worldwide to perform services regarding **RFP No. 8047**; and

WHEREAS, the City desires to obtain Worldwide'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. Worldwide 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. Worldwide 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. Worldwide shall provide up to ten (10) licensed practical nurses ("LPN's") to provide individualized nursing services to students ages 3-21 with disabilities in accordance with the student's individual education plan ("I.E.P") and individual health care plan ("IHCP"), or other medical/nursing instruction or plan as provided by the student's physician and/or health care provider and as agreed by the student's parent or legal guardian, LPN's shall provide City staff with timely and complete reports as well as Medicaid documentation in a form and manner acceptable to the City, as further detailed and described in Sections 1.2.

through 1.7. below and **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 Worldwide as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1. Addendum 1 to RFP No. 8047, dated March 19, 2024, consisting of 11 page), attached hereto;
1.1.2. RFP No. 8047, consisting of 13 pages, excluding Attachments A-C, attached hereto;
1.1.3. Worldwide's Cost Proposal, consisting of 1 page, attached hereto;
1.1.4. Worldwide's Response to RFP No. 8047, consisting of 23 pages, excluding resumes and City Contract Compliance Documents, 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. Worldwide shall assign the same nurse to a particular student whenever possible to maintain a continuity of care. The Assigned Nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.

1.3. Worldwide shall require the Assigned Nurse to provide the City with monthly reports of their attendance with the student, along with documentation of services rendered. Worldwide shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify Worldwide's billing.

1.4. The Superintendent or their agent shall have the right to visit and observe the nursing services at any time.

1.5. Worldwide and nursing staff shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving the student(s) assigned to the nurse.

1.6. Worldwide shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.

1.7. Worldwide shall obtain and provide the City with a copy of the LPN license for each nurse assigned to provide services under this contract.

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

1.8.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.8.2 Any and all Amendment(s) and Change Orders
1.8.3 This Contract
1.8.4 Worldwide's Price Proposal
1.8.5 Any Addendums to RFP No. 8047
1.8.6 RFP No. 8047
1.8.7 Worldwide's Response to RFP No. 8047

2. Worldwide Representations Regarding Qualification and Accreditation. Worldwide represents that, to the extent required by law, its employees and any independently contracted Licensed Practical Nurses ("Assigned Nurses"), and any independent contractors are licensed to perform the scope of work set forth in this Contract. Worldwide 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. Worldwide 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 Worldwide 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. Worldwide hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that Worldwide and/or its employees be licensed, certified, registered, or otherwise qualified, Worldwide and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, Worldwide shall provide to the City a copy of Worldwide'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, Worldwide 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. Worldwide shall enter and exit all school facilities and Department of Educational facilities as designated and authorized by the appropriate Department/personnel in Education, or the designated person.

2.4. Criminal Background Check and DCF Registry Check. Worldwide 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 may be 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. Worldwide 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. Worldwide shall not permit any person with a disqualifying criminal history to have direct contact with a student. Worldwide agrees the "direct contact" shall include Worldwide 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, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

3.1. Use of City Property. To the extent Worldwide is required to be on City property to render its services hereunder, Worldwide shall have access to such areas of City property as the City and Worldwide agree are necessary for the performance of Worldwide's services under this Contract (the "Site" or the "Premises") and at such times as the City and Worldwide may mutually agree. Worldwide 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. Worldwide 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 Worldwide, City may, but shall not be required to, correct same at Worldwide's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

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

3.6. Worldwide's Employees. Worldwide 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. Worldwide shall be responsible for direct clinical supervision of any LPNs provided to the City.

3.7. Due Diligence Obligation. Worldwide 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. Worldwide 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 Worldwide to complete Due Diligence prior to submission of its proposal shall be borne by Worldwide. Furthermore Worldwide 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 Worldwide, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with Worldwide.

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 Worldwide 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. Worldwide 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 Worldwide and/or delivered by Worldwide 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)** Worldwide's declaration as to whether the entirety of Worldwide'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. Worldwide direct its LPN's to provide City staff with timely and complete reports, including nursing notes, as well as Medicaid documentation in a form and manner acceptable to the City. Each report shall be signed by an authorized official of Worldwide.

NOTE: Worldwide'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. Confidentiality/FERPA. Worldwide 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. Worldwide 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 Worldwide or gathered by Worldwide 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 Worldwide shall be used solely for the purposes of providing services under this Agreement.

3.9.2 Worldwide 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). Worldwide and City shall comply with the requirements of said statute and regulations, as amended from time to time and Worldwide 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, Worldwide has no authority to make disclosures of any information from education records. Worldwide shall instruct its employees of their obligations to comply with FERPA.

4. Responsibilities of the City. Upon the City's receipt of Worldwide's written request, the City will provide Worldwide with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by Worldwide 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 Worldwide for the purpose of carrying out the services under this Contract.

5. Contract Time. The Agreement shall commence July 1, 2024 and shall terminate June 30, 2027.

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

6. Compensation. The City shall compensate Worldwide 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 Worldwide shall not exceed **TWO MILLION FOUR HUNDRED NINETY THOUSAND THREE HUNDRED NINETY DOLLARS ($2,490,390.00)** for the entire three year term of this Contract and shall be in accordance with the hourly rate set forth below and Worldwide's Cost Proposal.

6.2. LPN's hourly time shall not exceed seven (7) hours per day, five (5) days per week for a maximum of one hundred eighty-one (181) days during the regular school year, and twenty (20) days during the summer. LPN's shall not be compensated for days Waterbury Public Schools are closed.

6.2.1 July 1, 2024 through June 30, 2025:
6.2.1.1. Licensed Practical Nurse (LPN)……....$59.00 per hour

Not to Exceed: $830,130.00

6.2.2 July 1, 2025 through June 30, 2026:
6.2.2.1. Licensed Practical Nurse (LPN)……....$59.00 per hour

Not to Exceed: $830,130.00

6.2.3 July 1, 2026 through June 30, 2027:
6.2.3.1. Licensed Practical Nurse (LPN)……....$59.00 per hour

Not to Exceed: $830,130.00

6.3. Limitation of Payment. Compensation payable to Worldwide 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 Worldwide'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. Worldwide'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.

6.3.1 Worldwide 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 Worldwide in an amount equaling the sum or sums of money Worldwide and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding Worldwide's and/or its affiliate's real and personal tax obligations to the City.

6.4. Review of Work. Worldwide shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. Worldwide 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 Worldwide's demand for payment. The City shall not certify fees for payment to Worldwide until the City has determines that Worldwide has completed the work in accordance with the requirements of this Contract.

6.5. Proposal Costs. All costs of Worldwide in preparing its proposal for **RFP No. 8047** shall be solely borne by Worldwide and are not included in the compensation to be paid by the City to Worldwide under this Contract or any other Contract.

6.6. Payment for Services, Materials, Employees. Worldwide 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. Worldwide 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, Worldwide shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.7. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until Worldwide, 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 Worldwide has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but Worldwide 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,

Worldwide 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 Worldwide for that item. Worldwide 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. Worldwide 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 Worldwide, 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 Worldwide 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 Worldwide, 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 Worldwide or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

9. Worldwide's Insurance.

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

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"):
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**
Worldwide shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:
$3,000,000.00 each occurrence
$3,000,000.00 aggregate

9.4.5 Professional Liability/E&O:
$1,000,000.00 each Wrongful Act
$1,000,000.00 aggregate

9.4.6 Abuse Molestation Liability Insurance:
$1,000,000.00 each occurrence
$1,000,000.00 aggregate.

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from Worldwide 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: Worldwide'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 Worldwide'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 Worldwide executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. Worldwide 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 Worldwide receipt, Worldwide shall deliver to the City a copy of Worldwide's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, Worldwide 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 Worldwide 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 Worldwide's work and services shall be secured in advance and paid by Worldwide. Worldwide 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 Worldwide for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Worldwide remains liable, however, for any applicable tax obligations it incurs. Moreover, Worldwide represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. Worldwide 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 Worldwide 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 Worldwide 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, Worldwide 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, Worldwide 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. Worldwide 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 Worldwide, Worldwide shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Worldwide 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 Worldwide 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 Worldwide under this Contract shall, at the option of the City, become the City's property, and Worldwide shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, Worldwide shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Worldwide, and the City may withhold any payments to Worldwide for the purpose of setoff until such time as the exact amount of damages due the City from Worldwide 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 Worldwide. If this Contract is terminated by the City as provided herein, Worldwide 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 Worldwide covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. Worldwide 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. Worldwide 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 Worldwide.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Worldwide for the agreed to level of the products, services and functions to be provided by Worldwide under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to Worldwide, 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 Worldwide 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, Worldwide 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, Worldwide shall transfer all licenses to the City which Worldwide is permitted to transfer in accordance with the applicable third party

license. The City shall have no financial obligation to compensate Worldwide for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. Worldwide 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 Worldwide for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Worldwide 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). Worldwide 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 Worldwide may negotiate a mutually acceptable payment to Worldwide 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 Worldwide. Worldwide may, by written notice to the City, terminate this Contract if the City materially breaches, provided that Worldwide 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, Worldwide will be compensated by the City for work performed prior to such termination date and Worldwide 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)** Worldwide 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 Worldwide 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 Worldwide'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. Worldwide shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Worldwide's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Worldwide 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 Worldwide 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. Worldwide shall be as fully responsible to the City for the acts and omissions of Worldwide’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 Worldwide.

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

22. Independent Contractor Relationship. The relationship between the City and Worldwide is that of client and independent contractor. No agent, employee, or servant of Worldwide shall be deemed to be an employee, agent or servant of the City. Worldwide 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 Worldwide hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Worldwide 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 Worldwide or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Worldwide 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 Worldwide 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 Worldwide'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 Worldwide, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to Worldwide'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 Worldwide 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. 8047** and (ii) Worldwide's proposal responding to the aforementioned **RFP No. 8047.**

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. Worldwide 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, Worldwide shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the

Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or Worldwide, 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:

Worldwide: Worldwide Travel Staffing, Limited
2829 Sheridan Drive
Tonawanda, NY 14150

City: The City of Waterbury
Special Education Department
Attn: Director of Pupil Services
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 contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Worldwide 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. Worldwide 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. Worldwide 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. Worldwide 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. Worldwide 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 Worldwide 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 Worldwide 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 to Follow)

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: **WORLDWIDE TRAVEL STAFFIG, LIMITED**

Sign:_____ By:_____
Print name:

Sign:_____ Date:_____
Print name:

ATTACHMENT A

1. Addendum 1 to RFP No. 8047, dated March 19, 2024, consisting of 11 page), attached hereto;

2. RFP No. 8047, consisting of 13 pages, excluding Attachments A-C, attached hereto;

3. Worldwide's Cost Proposal, consisting of 1 page, attached hereto;

4. Worldwide's Response to RFP No. 8047, consisting of 23 pages, excluding resumes and City Contract Compliance Documents, attached hereto;

5. Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

6. City Contract Compliance Documents, incorporated herein by reference;

7. Certificates of Insurance, incorporated herein by reference;

8. Licenses, incorporated herein by reference;

9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

March 19, 2024

RFP 8047 Special Education Nursing Services

Please refer to the questions and answers below.

Question: What agencies do you currently use for "Special Education Nursing Services"? / Who were the Incumbents? / Please provide the names of the Incumbent vendors for this contract? / How many active contractors are working on this contract currently? / Please provide the current vendor(s) providing the service / Are there any current vendors providing the same services? / How many agencies are currently awarded the bid for 23/24 SY? / How many vendors is the district currently using for the services requested in this solicitation?
Answer: AAA Nursing and Pediatric Services of America dba Aveanna Healthcare.

Question: What are the rates for the incumbent contract holders? / Can you give the hourly rates for each of the roles requested from the incumbents? / What are the current vendors rate for LPN services? / What are the current vendors rate for RN services? / Can you please provide a list of incumbent vendors and their bill rates. / Can the district please provide incumbent information and current bill rates for contracts in place for similar services? / What rates do those agencies charge for the services being requested in this RFP?
Answer:
RN
Aveanna: RN for the '23-'24 SY $55
AAA Nursing RN for the '23 - '24 SY $50
LPN
Aveanna: LPN for the '23-'24 SY $50
AAA Nursing LPN for the '23-'24 SY $45

Question: How many billable hours were accrued by contracted nursing staff in 2022 and 2023?
Answer: 2022: 7280 ; 2023:6720

Question: As requested in Section I. 2.c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall

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include the individual's qualifications and experience in the subject area, are we required to submit candidate resumes of the nurses or resumes of our firm key personnel? / Are resumes required in the proposal? If so, how many need to be submitted to remain qualified?
Answer: Yes, a resume is expected for every candidate. The vendor can determine how many resumes they will submit.

Question: Are we required to submit candidate live resumes or sample resumes would suffice? / Do we need to sample or live resumes for RNs & LPNs?
Answer: Live resumes for each candidate presented from the agency are expected.

Question: On page 8, the request specifies a "Personnel Listing," which entails providing a comprehensive roster of staff categorized by job classification, accompanied by their respective resumes. Each resume is expected to detail the individual's qualifications and experience relevant to the subject area. Would this requirement primarily pertain to the account management team?
Answer: This requirement pertains to the management team as well as nursing candidates.

Question: As requested in Section I. 3.a. Qualifications., in this section are we required to describe qualifications of our key personnel or the nurses assigned to the project?
Answer: Yes, the vendor selected would provide a listing of staff available to work within the City of Waterbury.

Question: What are your most commonly requested positions?
Answer: LPN and RN, respectively.

Question: Do you intend to move the candidates to new vendors, if the incumbents are not awarded again?
Answer: The District is not responsible for the nursing candidates choice of employer.

Question: What are any challenges or pain points with the present contract vendors? / Are there any pain points? / Is the City satisfied with the other vendors providing services? / Do you have issues with your current contracted agency(s)? If so, what are your main issues. / Are you satisfied with the incumbent suppliers? If not, what are you unsatisfied with? / Is the district satisfied with the current incumbents?
Answer: The length of time in which vendors have been able to find nursing candidates for assignments has been very challenging, which impacts a student's ability to receive their education. Secondly, both vendors have not had much success in finding substitute nurses when the primary nurse is absent. For the most part, the District is satisfied with its current two vendors.

Question: How are the current services are being procured?
Answer: Via the RFP process.

Question: Apart from the end of tenure, is there any other reason to release this solicitation?

Answer: No.

Question: Is this a new requirement?
Answer: No.

Question: Do you require COI attached to RFP submission? / Do we need to submit Certificates of Insurance? / Does the vendor need to submit a certificate of insurance at the time of proposal, or is it required to be submitted prior to the award? / Insurance -Required with the Bid Document or after Award? "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."
Answer: Yes, provide with your submission. Please follow RFP Guidelines.

Question: How many interviews happen prior to offer?
Answer: Typically, one interview will occur; however it is at the discretion of the District.

Question: How long does it take from submitting a resume to an interview to offer?
Answer: Process varies from 3 - 6 months. However, since this contract must be in place by July 1, 2024 the process will be expeditious.

Question: How many vendors do you intend to award? / How many agencies do you anticipate awarding the 24/25 SY bid to?
Answer: This depends on the Proposals presented and the District's needs. There is no set number of vendors to award.

Question: Please provide the list of all the attachments and forms necessary to attach in the proposal. / Please provide a list of forms required with the bid submission.
Answer: Please follow RFP Guidelines. The document clearly outlines what needs to be submitted at the time of submission.

Question: Do we need to submit Business Licenses with the proposal?
Answer: Yes. Please follow RFP Guidelines.

Question: Are Performance/Payment Bonds applicable for this bid ? / Kindly confirm if bid bonds and performance bonds are not applicable under this solicitation?
Answer: No.

Question: Are state Set-Aside Requirements applicable for this bid or not applicable?
Answer: Not applicable.

Question: Is the district willing to accept mutual indemnification?
Answer: No.

Question: Can the district please provide a list of all required criminal background checks and DCF registry checks?
Answer: The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each nursing candidate prior to placement.

Question: Can the district please require what type of drug screen is required (i.e. 7 panel, 10 panel, etc.)?
Answer: Human Resources requires a 10 panel for new hires. However, The City of Waterbury Civil Service HR does not consider marijuana to be an employment disqualifier except for public safety positions.

Question: Are nursing delegation services requested by the district?
Answer: No.

Question: If yes what is the district's policy on delegated services?
Answer: Not applicable.

Question: What is the highest skill set for 1:1 cases?
Answer: It is difficult to determine, as a case may come in with higher demands than the District had previously provided for; however, at a minimum the nurse must have training in CPR, administration of medications, use of AED, Vent/Trach/G-Tube training and follow student's Seizure and Diabetes protocols/health plans in addition to training required by federal or state law.

Question: Is nursing support on transportation required for any students requiring 1:1 clinical care?
Answer: Yes, it is required for all assignments. Nurses must provide their own transportation to the student's home or school. Parking is the responsibility of the nurse or the proposer. Nurses are not to transport students under any circumstance.

Question: Will all 12 contracted RN/LPNs be used in a 1:1 capacity for medically fragile students? / Can the district confirm that updated medical orders will be provided for all students requiring clinical support?
Answer: Currently, all of our nurses are utilized as 1:1 nurses. Student's medical orders determine nursing needs.

Question: Who is the district's clinical point of contact?
Answer: During the RFP process it is the Purchasing Director. After the RFP process is completed, the Waterbury Health Department Nursing Supervisor is the point of contact for questions outside the purview of the Director of Student Services.

Question: If yes, can the district please confirm that transportation protocol and safety procedures will be provided to the vendor?
Answer: Yes.

Question: What is the average length of the assignment?
Answer: -The school day is up to 6.5 hours plus the time the Nurse will be in transport to and from school equals up to 8 hours. Payment is for work performed and Breaks are not billable.
- Up to 183 School days as determined by the District's school calendar plus an additional 16 to 20 days in the summer if the nurse is providing services to a student participating in Summer School.

Question: Is there any preference for local vendors while evaluating the proposal?
Answer: It is important that vendors can meet the proposal as written.

Question: Please define the number of FTEs working under the current contract. / How many RNs and LPNs are working under the current contract? Also, provide us with the history of their yearly requirements. / What is the current number of FTE professionals being utilized presently to service this contract? a. RN b. LPN
Answer: Currently, 14 Nurses are working under the current contract, the majority being LPNs.. Their yearly requirements are as specified in the RFP, ie. Scope of Service.

Question: Is it required to present references exclusively from instances where we have offered similar services, or is it acceptable to provide references from diverse environments or similar educational clients?
Answer: Yes, current references are required which reflect similar educational clients.

Question: Kindly confirm if only 12 FTEs (RN & LPN) will be required for a 3-year period or if this is an annual requirement?
Answer: Currently, the district is utilizing up to 14 FTE RN and LPNs . Number of required nurses is dependent on student needs.

Question: On page 8, point b, the request states, "Please clarify if the city is requesting case studies where similar services were provided. If so, could you specify the number of contracts required as case studies? If case studies are not required, what specific information does the City seek in relation to the nature of services provided, along with the start and completion dates of each assignment, including whether they were completed within the original contract timeframe and budget?"
Answer: The District will not determine how many case studies are to be submitted by a proposer; however, the RFP states a listing of all completed within the last three years.

Question: On page 8, the instructions state the necessity to furnish information about the services rendered, including their nature, start and end dates, and whether they were completed within the designated timeframe and budget. Is the city looking at this information as a

reference? If so, how many references are needed? Alternatively, is it required to provide references exclusively from the school district where similar services were offered, or could references from similar contexts suffice?
Answer: The District is requesting information regarding services rendered within the last 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. Please refer to RFP page 8; 2a - d.

Question: Is it mandatory to furnish any contracts or purchase orders that the proposer has had with any agency of the City of Waterbury within the last three (3) years, as specified on page 8? Will it affect our evaluation if we don't have any?
Answer: The RFP states to list any contracts or purchase orders in the last 3 years between the proposer or any agency of the City of Waterbury.

Question: Do we need to provide the cost proposal separately?
Answer: YES. Directions are outlined in the RFP.

Question: The RFP states in C.3. "The nurses will work under the supervision of the proposer who will designate at least one person within the proposer who will be assigned to the City and who will respond to any issues or concerns of the City." Is this nurse able to be working with a student as well as function as the supervisor?
Answer: No. The nurse is to function solely as the nurse fulfilling the medical orders for a student.. The Nurse is not to fill the role of a Supervisor.

Question: Does the district utilize paper or electronic charting?
Answer: The proposer will invoice the City monthly and provide backup documentation with the invoice and other documentation as requested by the City. The proposer will be able to accurately track the nurses start and end times and provide verification of hours billed.

Question: It appears you will need 8 sets of proposal documents plus a digital version of the submission package in a CD. It would be great if you would allow us submit this proposal online. We will then need an address where this can be sent. Let us know if this request can be considered.
Answer: NO. Please follow guidelines in RFP.

Question: Can we provide pricing ranges on select disciplines?
Answer: Please follow guidelines as specified in the RFP.

Question: Please clarify Medicare/Medicaid Billing: Will the vendor be required to bill Medicaid with direct reimbursement going to the vendor through the vendors Medicaid billing number, if applicable? Or will the vendor be required to enter Medicaid billing through the districts billing documents for the district to be reimbursed directly by Medicaid, if applicable?
Answer: The vendor will be required to bill through the District's billing documents for the District to be reimbursed by Medicaid directly. The district uses an electronic system approved

through the State of CT (CT-SEDS). The selected vendor would receive training and enter Medicaid hours directly into this system for the district to receive Medicaid directly.

Question: Are orientation and meetings billable?
Answer: No. The vendor would have to compensate their employees outside of the contracted hours for orientations and meetings. The City will only compensate the hours in which students receive services, or as per negotiated in the final contract with the vendor.

Question: Can the vendor bill separately for the Clinical Supervisor? What is the expectation of the amount of time the clinical supervisor is available for the district?
Answer: No, the Vendor can not bill separately for the Clinical Supervisor.

Question: Are billing hours rounded to the 15 minute mark or billed as minute for minute?
Answer: Billing hours are billed as minute for minute.

Question: Please clarify hours and meal breaks expectations. Will nurses clock in/out for lunch (i.e. 30 minute unpaid lunch?)
Answer: Nurses are paid for time worked. Breaks, including lunch, are not billable.

Question: Will the issued PO be staff/ discipline specific or will it be a lump sum amount?
Answer: The PO will be staff and discipline role specific with hours worked per date listed.

Question: How long have the incumbent suppliers held this contract?
Answer: Current vendors have been suppliers for at least the last 2 cycles of RFPs.

Question: What is expectation and frequency for replacing a candidate that is ill/calls off?
Answer: It is the District's expectation that a nurse who calls out sick will have a candidate in its place for the next working day.

Question: Does the district fingerprint and badge?
Answer: The Vendor is responsible for the following:obtaining prior satisfactory criminal background checks, Department of Children DCF registry check, Fingerprinting and providing their vendors with an agency picture Identification card.

Question: How long once confirmed does the process take for the clinician to start?
Answer: The date of confirmation is expected to be awarded on or before June 30, 2024 with a start date of July 1, 2024.

Question: Please clarify the reporting structure for Supervision of contract staff within the district?
Answer: The vendor is the direct supervisor of the contracted staff. Within the district the Director of Pupil Services and/ or designee will be the direct contact for the agency.

Question: Does the district provide student logs, documentation forms, etc?

Answer: Vendors may be responsible to provide laptops and/or other electronic equipment to their staff as well as work log and daily assignment sheet to document daily student progress and medical orders, as appropriate.

Question: Please clarify: Under H. Conditions 6, it specifies that the proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Does this apply to the nurses that will be placed with the district? We cannot guarantee that the nurses we have available now will be available upon award. Does this also apply to the Clinical Supervisor and/or Internal agency staff that will be responsible for communicating with the district.
Answer: As stated in the RFP, the persons assigned to the project must be identified. If personnel were to change the district would need to be contacted immediately with the replacement's contact information.

Question: Would you accept bids from a Staffing Agency?
Answer: No.

Question: Please clarify regarding the provision of supplies: does the district provide any PPE, laptops, printers, office space, protocols, documentation, etc? / Can the district please describe any/all supplies and materials that contracted vendors are expected to provide?
Answer: Vendors may be responsible to provide laptops and/or other electronic equipment to their staff as well as work log and daily assignment sheet to document daily student progress and medical orders, as appropriate.
The District will not be responsible for supplies with the exception of PPE.

Question: Do you accept new graduates if the vendor provides mentorship?
Answer: As stated in the RFP, candidates must be licensed and qualified LPNs or RNs. As stated in the RFP, nurses should have experience in a school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans, instructions from health care providers and individual education plans.

Question: Will a single or multiple vendors receive an award? / How many vendors does the district expect to award a contract to for the services requested in this solicitation?
Answer: This is dependent on the proposals and the vendors ability to meet District needs and requirements.

Question: Do you accept DocuSign for original signatures?
Answer: Yes.

Question: Will the district be responsible for supervising contracted staff?
Answer: No.

Question: How many vendor requested openings remained vacant for the 23-24 school year?

Answer: None as related to this RFP.

Question: How many of the cases will require nurses with Vent/Trach/G-Tube training?
Answer: Typically, 2/3 or more of the cases require a nurse with Vent/Track/G-Tube training.

Question: Will any of the RN/LPN be assigned to a health room?
Answer: No. This position is for a Nurse in an educational setting/classroom.

Question: Can the district please describe the supplies and materials that contracted providers will have access to at the district? (wifi, computer access, testing material, office supplies, etc.)?

Answer: The contracted provider will have access to wifi and office supplies.

Question: Is the district willing to accept deviations from the terms listed in this solicitation and/or the contract?
Answer: No deviations to terms are acceptable.

Question: Will contracted staff be included in professional development days? If so, are these hours billable?
Answer: Contracted staff are not typically included in professional development days.

Question: Can the vendor incur any penalties or be liable for any damages for not having a contracted provider available upon your school's request in a timely manner OR would your school terminate the RFP contract with the vendor?
Answer: Discussed in RFP.

Question: Will the district pay for mileage traveling between school campuses on the same day? If so, is it the IRS standard rate, or is it dictated by the district?
Answer: No.

Question: Is the district or contracted agency responsible for training staff (i.e. CPI training/QBS training)? If the contracted agency is responsible, is this billable to the district?
Answer: The District is not responsible for specialized training of contracted vendors.

Question: To ensure we identify nurses with proper skill levels and experience, when can we anticipate receiving student clinical details?
Answer: Identified nurses should be certified in AED,CPR, Vent/Trach/G-Tube training as well as Seizure and Diabetic protocol. District would need to get signed consent/HIPPA Release prior to sharing medical information with a newly vetted vendor.

Question: Will the selected agency be responsible for coordinating and supplying student plans of care/IHCPs?

Answer: The selected agency should share its HIPPA Release so the District can obtain permission for the agency to contact parent and student's medical providers.
It is the agency's responsibility to coordinate obtaining a student's plan of care/IHCPs with the student's medical provider.

Question: Section H, item 6: What is the city's process for approving replacement personnel?
Answer: Answered in RFP Section G. item 6.

Question: Why is the district utilizing a solicitation for the services requested in this bid?
Answer: The District is following the City's Procurement Ordinance.

Question: Can the district please provide points or percentages associated with the evaluation criteria used for determining the award?
Answer: Refer to the language in the RFP that the evaluation criteria is a guide and not necessarily all inclusive. The selection committee will determine the points and percentages.

Question: Will the district review other SPED service classifications if submitted with the vendor proposal?
Answer: No. This RFP is for Nursing services only.

Question: What are the district expectations of contract providers to assist in Medicaid reimbursement documentation services?
Answer: Each nurse shall provide timely and complete reports including nursing notes to Waterbury staff and provide to the Pupil Services Data Manager medicaid documentation in a form and manner acceptable to the District which is in compliance with the State of CT Department of Social Services.

Question: Can the district please clarify the maximum weekly allowable hours approved for providers requested in this solicitation?
Answer: School hours run up to 6.5 hours per day plus bus to and from school not exceeding a total of 8 hours.

Question: Can the district please clarify who will provide oversight/supervision of contracted clinical personnel?
Answer: The proposer/vendor will ensure assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City and will further provide training and supervision to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned.

Question: Will the awarded vendor take over any payrolling of incumbent candidates?
Answer: No, the incumbent vendor would be responsible for sending any outstanding invoices.

Question: What is the expectation and frequency for on-call needs?

Answer: There are no on call needs. Nurses will be assigned a set shift. The vendor would be responsible for ensuring the shift is filled on a daily basis.

Question: Are temporary staffing services required from the vendor, or is it mandatory for them to provide training services for each nurse?
Answer: The vendor must fill any vacancies if an assigned nurse calls out. It is the responsibility of the vendor to have back-up nurses trained and ready to fill any call outs that may happen.

Question: How many resumes are needed per job title?
Answer: A resume per every potential LPN or RN candidate posed to the City of Waterbury as a candidate would need to be presented prior to placement for consideration.

Question: Please provide a copy of the proposals from all current vendors providing staffing services, including rate/cost sheets.
Answer: This question will be answered via the City of Waterbury GovQA/FOIA portal under Reference Number R002896-031924

Question: What is the annual spend that is projected for the contract?
Answer: Projected annual spend will be determined by District needs and RFP negotiations.

Question: What is the total spend per incumbent for the past 12 months of this contract?
Answer: Total Spend for ' 22-'23 was $367,019.

Question: What was your district's agency spend on Nursing services for 23/24 SY?
Answer: Thus far the District has spent $325,000 on Nursing services.

Question: What is the total spend per incumbent for the duration of the previous contract? / Please specify previous spending. / What was the previous spend on this contract? /
Answer: Total spend per incumbent: Contractor 1 up to $ 1,671,848 and Contractor 2 up to $928,000.

Question: What is the new budget for year for this RFP? / What is the estimated budget for this RFP? / What is the total budget/expenditure allotted for this RFP?
Answer: This would be a negotiated rate between the selected vendor and the City of Waterbury.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
#8047
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION

Special Education Nursing Services

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

Approximately 12 registered, licensed and certified Nurses (RNs) or Licensed Practical Nurses (LPNs) who will provide individualized school based nursing services to students with disabilities ages 3-21 pursuant to the students' individual education plans (IEPs) and individual health care plans (IHCPs) or other medical/nursing instructions or plans provided by the students' health care providers, and other related work for a three-year period commencing on or about July 1, 2024 through June 30, 2027.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the three-year period above from reliable, licensed, experienced, professional proposers to provide nursing services and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate in school as set forth by the student's individual education plan (IEP) and the student's individual health care plan (IHCP) or health provider. The City reserves the right to assign nurses to the students based on the student's needs and the needs of the Waterbury School District.

B. Qualifications

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

1. Experience and expertise in providing RNs or LPNs, for the types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students with disabilities ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Insures staff compliance with federal and state laws and regulations, staff adherence to nursing practice standards and staff competence in providing the services outlined in the scope of services.

4. Evidence of sufficient staff of experienced, licensed and qualified RNs or LPNs to provide to the City upon request without delay to fill its immediate and changing needs.
5. The vendor's RNs and LPNs have experience in a school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans, instructions from health care providers and individual education plans.
6. The vendor and its RNs and LPN's have experience establishing effective communication systems with families to obtain prior notice of student absences or other changes in school attendance.
7. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of nursing services to students with disabilities. The proposer will also provide retention/turnover rates of RNs and LPNs.
8. The Proposer will insure that assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City immediately upon request. The proposer will further insure that they will provide training to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned.
9. The proposer will insure each nurse has training in CPR, administration of medications and use of the AED in addition to training required under federal or state law.
10. Each nurse provided must follow City and School District procedures, guidelines and other requirements as set forth by Waterbury School District representatives. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each nursing candidate prior to placement.
11. Each nurse shall provide timely and complete reports including nursing notes to Waterbury staff and provide to the City Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant laws.
12. The proposer will be responsible for the direct clinical supervision of the nurses provided to the City.
13. The proposer will invoice the City monthly and provide backup documentation with the invoice and other documentation as requested by the City. The proposer will be able to accurately track the nurses' start and end times and provide verification of hours billed.

C. Scope of Services

1. The proposer agrees to provide approximately 12 nurses to provide school based individualized nursing services to students, ages 3-21, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable. All hours billed must be for school based nursing services performed for the City during school hours,

and on the bus if required to travel to school with the student, on days the school is in session and the student is in attendance.

2. Nursing services must be provided by CT licensed, certified and qualified RNs or LPNs without delay to fill the immediate and changing needs of the Waterbury School District. The proposer will insure that all nurses working in the Waterbury School District have had satisfactory criminal background checks, drugs tests and DCF registry checks as required under law and will provide the City proof upon request.
3. The nurses will work under the supervision of the proposer who will designate at least one person within the proposer who will be assigned to the City and who will respond to any issues or concerns of the City. Each nurse will be assigned a student or students and other related responsibilities. They shall participate in planning and placement team meetings for individual students, write goals and objectives for the student's IEP, communicate with the student's health providers as necessary and provide other related services at the District's request.
4. The City currently provides nursing services to approximately 10 students. The nurse may work with one or more students based upon the students' individual health care plans. Students are primarily located in Waterbury schools. If authorized by Waterbury staff, nursing services may be needed at out of district facilities or if the student is receiving homebound instruction. Work hours consist of the hours the student is in school and include the transportation time if the nurse is riding the bus with the student for up to 7.5 hours per day. The nurse must be on time for the bus departure with the student.
5 Nursing services are needed for each school day following the school calendar of up to 181 days and for extended school year services for up to an additional 20 days in the summer. The nurse must provide their own transportation to the student's home or school. Parking is the responsibility of the nurse or the proposer.
6. The proposer will supervise its nurses and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's nurses will maintain nursing notes and other records as required by the City and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards.
7. Each nurse shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District, which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.

9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant nursing materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be ____July 1, 2024 – June 30, 2027_____.

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 review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received by **2:00 PM on March 15, 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 19, 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 Waterbury Department of Education, Department of Special Education.

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

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

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

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

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

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

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Professional Service Agreement in Attachment B.

15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 8 through 10.

16. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP

may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and ***(7)*** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on March 26, 2024*.*** **Proposals received after that time shall <u>not</u> 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. <u>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</u>.

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. <u>Proposer Information</u>: 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. <u>Experience, Expertise and Capabilities</u>

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

    Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single **hourly rate for an RN and a single hourly rate for an LPN, for each year for three years,** for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. In addition, the proposal shall include an hourly rate a RN and an LPN for accompanying the student on the bus or van without the need for services before or after the transportation. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

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

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

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 H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

d. Time, Project and Cost Schedule**.** Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

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.

REQUEST FOR PROPOSAL
#8047
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION

Special Education Nursing Services
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**
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:	**$3,000,000 each Occurrence** **$3,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**
Abuse/Molestation Liability:	**$1,000,000 each Occurance** **$1,000,000 Aggregate** **(Applicable to Contractors working directly with Youth/Minors)**

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and 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.

Section 4: Cost Proposal

Position	Year 1	Year 2	Year 3
Registered Nurse (R.N.)	$ 79 per hour	$ 79 per hour	$ 79 per hour
Licensed Practical Nurse (L.P.N.)	$ 59 per hour	$ 59 per hour	$ 59 per hour

March 19, 2024

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

Re: RFP #8047 Special Education Nursing Service for the City of Waterbury

Dear Mr. McCaffery,

My name is Leo R. Blatz, R.N., M.S.N. I am the Chief Executive Officer of Worldwide Travel Staffing, Limited ("Worldwide"). Enclosed please find Worldwide's formal response to RFP #8047 Special Education Nursing Services for the City of Waterbury, Department of Education.

For 31 years, Worldwide has delivered quality healthcare professionals to state, federal, and private healthcare facilities throughout the United States and internationally. Worldwide is a 100% female owned and operated New York State corporation. Worldwide is a certified by the Joint Commission as a Health Care Staffing Services Agency (HCO ID: 488772). Worldwide has had zero deficiencies or requirements for improvement through six consecutive compliance audits. Worldwide is licensed and authorized to do business in the State of Connecticut. Worldwide will provide competent staff to the City of Waterbury, Department of Education ("City") who possess the necessary training, education, and experience requirements outlined in the solicitation.

Worldwide routinely provides nurse staffing services to a variety of settings, including schools, public health departments, intermediate care facilities, and hospitals. Worldwide has worked closely with the City of Waterbury to provide nursing services to the Department of Public Health and Public School District since March of 2022. Worldwide maintains additional contracts with other school districts and educational institutions in Connecticut, Delaware, Kansas, Minnesota, New York, South Carolina, Tennessee, Virginia, and other locations nationwide. Additional locations where Worldwide provide healthcare staffing services to state-run facilities for child and adolescent clients with medical, behavioral health, and special needs are Alabama, Arizona, Colorado, Kentucky, Maine, Nebraska, North Carolina, Oregon, Texas, Vermont, Wisconsin, Wyoming, and others. All of us at Worldwide look forward to continuing successful staffing partnership with the City of Waterbury, Department of Education

I will continue to be the authorized representative and primary contact throughout the duration of this contract. I will be available 24 hours a day, seven days a week to answer any questions or address any concerns that may arise. My contact information is as follows:

Worldwide Travel Staffing, Limited
2829 Sheridan Drive
Tonawanda, NY 14150

Toll free no. 866-633-3700, ext. 101
Toll free fax no. 877-375-2450
Email: LBlatz@WorldwideTravelStaffing.com

If you have any questions or desire any clarifications for this response, please do not hesitate to contact me.

Sincerely,

Leo R. Blatz, R.N., M.S.N.
Chief Executive Officer

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..... Disclosure and Certification Affidavit Regarding Outstanding Obligations

..... Certificate of Insurance

Section 1: Proposer Information

a. **Firm Name: Worldwide Travel Staffing, Limited**

b. **Permanent Main Office Address: 2829 Sheridan Drive, Tonawanda NY 14150**

c. **Date Firm Organized: 1993**

d. **Legal Form of Ownership: New York State Corporation (FID 16-1432616)**

e. **Years of Service: 31 years**

f. **Names, Titles, Relationships, Background & Experience of Principal Members**

Management Team & Officers

President / Director of Nursing / Clinical Specialist - Laurie A. Dolega, R.N., M.S.N.
40 years of Corporate Executive Experience

Laurie A. Dolega, R.N., M.S.N., has over 40 years of experience as a Registered Nurse, 40 of which involved the direct management and placement of healthcare professionals. Ms. Dolega will be the Clinical Specialist throughout the duration of the contract, responsible for the screening and second interviews of all submissions.

Chief Executive Officer – Leo R. Blatz, R.N., M.S.N.
40 years of Corporate Executive Experience

Leo R. Blatz, R.N., M.S.N., will be the contact for clinical related matters throughout the duration of this contract. Mr. Blatz will be available 24/7 for immediate response to any contract questions or emergency situations. Mr. Blatz began working with state and federal government contracts in 1987. During his 40-year healthcare staffing career, Mr. Blatz has overseen $1B in contracts. Mr. Blatz has successfully negotiated and serviced contracts throughout the United States and 13 international locations.

Chief Operating Officer – Joseph B. Giaimo
26 years of Corporate Executive Experience

Joseph B. Giaimo supervises Worldwide's recruiters and their day-to-day recruitment of candidates to all client facilities. Mr. Giaimo is also responsible for the recruitment and reporting requirements associated with the Oklahoma Department of Veterans' Affairs, the Vermont Department of Mental Health, the New York State Office of General Services, the Texas Department of Criminal Justice, the North Carolina Department of Health and Human Services, numerous state hospital contracts and multiple large hospital associations.

Director of Government Contracting – Samuel J. Giordano III, M.B.A.
16 years of Healthcare Recruitment Experience

Sam Giordano oversees Worldwide's staffing operations with the Alabama Department of Health, the Mississippi Department of Veterans Affairs, the Minnesota State Academies for the Deaf and Blind, the West Virginia Department of Health and Human Resources, and the Wyoming Department of Health. Mr. Giordano also manages contracts with the Alaska Department of Corrections, and the New Hampshire Department of Corrections. Mr. Giordano collaborates with facility contracts to ensure qualified staff are available to satisfy facility staffing needs.

Vice President of Educational Staffing – Kevin Peters, B.A.
10 years of Healthcare Recruitment Experience

Kevin Peters presently manages Worldwide's contract with the City of Waterbury Public health Department and Public Schools. Kevin also oversees Worldwide's staffing operations with the Arizona Department of Economic Security, Arrowhead Medical Center/San Bernardino County California, the City of New Haven Schools, the Tennessee School for the Deaf, the Virginia Department of Behavioral Health and Developmental Services, Loudon County School District, the Virginia School for the Deaf, Medefis, Inc., the Minnesota Department of Veterans Affairs Homes, and the South Carolina Department of Mental Health.

Section 2: Experience, Expertise, and Capabilities

a. Philosophy Statement and Business Focus

Worldwide Travel Staffing, Limited ("Worldwide") strives to provide client facilities with the highest quality of healthcare professionals available to assist with their staffing needs. Worldwide guarantees to perform as a true staffing partner with its client facilities; and to do so in the most efficient and cost-effective manner.

Worldwide stresses to all staff that they are "guests" at the facilities, throughout their engagements. Worldwide's staff will follow all directives from the facility, be reasonable, flexible and act like a true team member at all times. Worldwide's core values center around servicing our clients' needs and treating all patients with quality care. Worldwide is proud to employ the most skilled and adaptable professionals available in the medical staffing industry. Worldwide is committed to collaborating with its client facilities to establish a successful staffing partnership.

b. Summary of Relevant Experience

References

1. Company Name: Virginia School of the Deaf and the Blind
   Contact: Lindsay Burris, Principal
   Phone Number: 540-332-9014

Email Address: Lindsay.burris@vsdb.k12.va.us
Project Dates: February 2022 – Present
Gross Cost: $150,000 to date
Scope:

Worldwide has provided temporary therapist services to the Virginia School for the Blind since June of 2022 to the present.

Completed in Original Timeframe & Budget?

Worldwide provided therapist services within the timeframe of the contract. Worldwide has met all budget requirements of the contract. If the budget needs to be increased, due to the client requiring additional services, an addendum shall be issued and signed by all parties.

2. Company Name: City of New Haven School District and Health Department
   Contact: Monika Lopez, RN, Nurse Coordinator
   Phone Number: 203-836-4088
   Email Address: mlopez@newhavenct.gov
   Project Dates: February 2021 – Present
   Gross Cost: $6.5 M to date
   Scope:

The New Haven City Department of Health (CT) awarded Worldwide a contract in February 2021. Worldwide rapidly supplied nursing staff to the Department of Health and School District. Nurses are assigned to City schools, health clinics, vaccination sites, and other City locations.

Completed in Original Timeframe & Budget?

Worldwide provided nursing services within the timeframe of the contract. Worldwide has met all budget requirements of the contract. If the budget needs to be increased, due to the client requiring additional services, an addendum shall be issued and signed by all parties.

3. Company Name: Utah Department of Juvenile Justice
   Contact: Jill McKinlay, Program Director, Office of Secure Programs
   Phone Number: 435-559-0142
   Email Address: jmckinla@utah.gov
   Project Dates: July 2018 – Present
   Gross Cost: $575,000 to date
   Scope:

Worldwide began working with the Utah Department of Human Services ("DHS") since July of 2018. The contract entails providing nursing services to the Southwest Utah Youth Center in Cedar City, Utah. A subsequent contract for the provision of identical services to two additional state-run facilities was awarded in March of 2020. Worldwide has additionally assisted with patient companion sitter projects at facilities in Salt Lake City and an electronic medical record implementation project.

Completed in Original Timeframe & Budget?

Worldwide provided nursing services within the timeframe of the contract. Worldwide has met all budget requirements of the contract. If the budget needs to be increased, due to the client requiring additional services, an addendum shall be issued and signed by all parties.

Additional Experience

Worldwide routinely provides temporary nursing services to facilities identical to those outlined in the solicitation. Worldwide maintains contracts with school districts and child and adolescent facilities in Alabama, Arizona, Colorado, Connecticut, Delaware, Hawaii, Kentucky, Minnesota, New York, North Carolina, North Dakota, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Wisconsin, and other locations nationwide.

Worldwide began working with the City of Waterbury School District and Health Department in March of 2022. Worldwide provides nursing services to the health department clinics, and public schools under this contract. The New Haven City Department of Health awarded Worldwide a similar contract in February of 2021. Worldwide provides nursing and nurse practitioner services to the city clinics, vaccination sites, and public schools. Worldwide has had equal success rapidly deploying staff to both locations. Worldwide has provided nearly $7 M in nursing services to date.

Worldwide initially began providing nursing services to the New York State Schools for the Blind and Deaf in November of 2007. Worldwide was subsequently awarded a contract for the provision of nursing services to the Kansas School for the Blind in August of 2017. Worldwide was awarded similar contracts for the provision of therapy services to the Tennessee Schools for the Deaf (Nashville and Knoxville Campuses), and the Virginia School for the Blind in June of 2022, February of 2022, and September of 2023, respectively. Worldwide has similar contracts with the Lewiston-Porter School District in New York, the Colonial School District in Delaware, the Florence County School District #4 in South Carolina, Loudon County Public Schools in Virginia, and Valley Stream UFSD Thirty and Central High School Districts, in New York. Worldwide has provided more than $750,000 in school nursing services to the above locations. Worldwide has received positive feedback from facility administrators.

Worldwide was awarded the State of New York Executive Department, Office of General Services ("OGS"), Temporary Personnel Services contract (no. PS63482) in November 2007. The contract was recently renewed for an additional 5-year term in 2022. Under the OGS contract, Worldwide provides fully credentialed, professional registered nurses, licensed practical nurses, certified nursing assistants, surgical technologists, physical therapists, psychiatrists, physicians, dentists, and allied healthcare professionals to all OGS facilities. Some of these facilities include the following: the New York State Department of Corrections, City University of New York, Long Island DDSO, the New York State Office of Mental Health, Capital District DDSO, New York State Department of Health, New York State Workers Compensation Board, and others. Since the initial contract's inception, Worldwide has filled

97% of the shifts where job orders have been received from OGS facilities. Worldwide provides per diem and long-term healthcare professionals under the OGS contract.

Worldwide is a provider of agency nursing services to Loudoun County Public School District. Worldwide has also working with the Virginia Department of Behavioral Health & Developmental Services ("DBHDS") in 2012. Worldwide provides registered nurse, licensed practical nurse, and certified nursing assistant staffing services to DBHDS facilities. Since the initial contract award, Worldwide has provided nearly $12 M in agency staffing services to the state-operated facilities within the system. Worldwide has established exceptional relationships with Catawba State Hospital, Eastern State Hospital, Northern Virginia Mental Health Institute, Southern Virginia Mental Health Institute and the Commonwealth Center for Children and Adolescents. Worldwide was awarded a similar contract for the provision of locum tenens staff in May of 2017. Subsequent contracts for statewide nursing services and temporary medical staffing services were awarded for the DBHDS and Department of Corrections in October of 2022 and August of 2023.

Worldwide began working with the Utah Department of Human Services ("DHS") in 2018. The contract entails providing nursing services to the Southwest Utah Youth Center in Cedar City, Utah. A subsequent contract for the provision of identical services to two additional state-run facilities was awarded in March of 2020. Worldwide has additionally assisted with patient companion sitter projects at facilities in Salt Lake City and an electronic medical record implementation project. Worldwide has provided more than $575,000 hours of on-call and as-needed nurse staffing services to the Utah DHS since the initial contract award.

Worldwide was awarded a contract with the Minnesota State Academies for the Deaf and Blind for physical therapist supervisor services in December of 2020. Worldwide rapidly identified and placed a therapist to oversee two state-run school therapy programs for the deaf. Worldwide was also awarded a contract for the provision of temporary healthcare workers with the Minnesota Department of Administration, Department of Human Services ("MDHS") in September of 2020. The MDHS is a public sector client. The contract is for the provision of nursing and direct care staff to assist with COVID-19 relief at state and private run group homes, skilled nursing, substance use disorder, and assisted living facilities, homeless shelters and long-term care centers. Worldwide has rapidly supplied staff to various facilities throughout the state of Minnesota to relieve staffing strains caused by the COVID-19 pandemic. Worldwide has provided more than 200 healthcare professionals on more than 400 individual assignments.

Worldwide was awarded a contract with Alabama Department of Mental Health in October of 2020 to provide nursing services to three psychiatric facilities in Tuscaloosa. A subsequent contract for the provision of L.P.N. staffing services was awarded with the Alabama Department of Youth Services in April of 2021. The contract entails providing nursing services to three additional facilities in Birmingham and Montgomery. Worldwide has rapidly placed nursing staff at these locations. Worldwide has provided more than $2 M in temporary nursing services to the state of Alabama to date.

Worldwide began providing temporary nursing services to the Kansas Department of Administration ("KDA") in February of 2015. Worldwide added Larned State Hospital in

January of 2016 and the Kansas School for the Blind in August of 2017. Similar contracts for the provision of temporary nursing services and medical staffing were awarded with KDA and the Kansas Soldiers Homes. Worldwide additionally provided 20 COVID vaccination nurses within one week upon receipt of a request to facilitate a vaccination initiative in Topeka, Kansas for the Kansas Division of Emergency Management. A subsequent contract for the provision of Physical Therapist Staff ("PCSS") was awarded at Osawatomie State Hospital in February of 2023. Worldwide presently has more than 100 healthcare professionals assigned to the KDA facilities. The contract was renewed for an additional term through August of 2024. Worldwide has provided $110 M in staffing services to the state of Kansas.

Worldwide has worked closely with the Commonwealth of Kentucky to provide temporary nursing staff to various facilities since 2017. Worldwide maintains contracts with the Thomson-Hood Veterans Center, the Carl M. Brashear Radcliff Veterans Center and the Kentucky Cabinet for Health and Family Services, Department for Behavioral Health, Developmental and Intellectual Disabilities ("DBHDID"). Worldwide has provided emergency COVID-19 staffing services to Thomson Hood and DBHDID facilities. Worldwide provides staff to Western State Hospital, Western State Nursing Facility, Glasgow Skilled Nursing Facility, and the Kentucky Correctional Psychiatric Center under the contract with the DBHDID. An additional contract for nursing services to state-run youth detention, group home, and developmental centers was awarded in August of 2022. Worldwide has provided $9 M in temporary nursing and nurse aide staffing services to the Commonwealth of Kentucky since the initial contract award in November of 2017.

Worldwide was awarded a contract for the provision of nursing services to the Arizona Department of Economic Security ("DES") in March of 2020. The contract entails providing long-term and as-needed temporary registered nurse and licensed practical nurse staff to state-run group homes, intermediate care facilities and training programs throughout Arizona. Worldwide seamlessly transitioned over 30 nurses from the previous vendor within two weeks of award. Worldwide also credentialed and hired additional nurses to assist with ongoing staffing needs during the COVID-19 pandemic. All nurses are required to have prevention and support, tracheotomy, and ventilator certifications prior to beginning work. Worldwide has provided more than $3.25 M in nursing services to the AZ DES to date.

Worldwide has been working with the State of Colorado since 2014. The CO DHS awarded Worldwide contract number SDSD1460203IIB for the provision of temporary medical staff at the Colorado Mental Health Institutes at Pueblo and Fort Logan in July of 2014. Subsequent contracts were awarded for temporary nursing and clinical medical staffing services in June of 2017 and July of 2018. The current contracts run through 2023 and 2025, respectively. Worldwide has also held contracts with various public health departments and private healthcare facilities in the state of Colorado including Clear Creek County, Pueblo County, Routt County, and numerous private healthcare facilities throughout the state of Colorado. Worldwide has provided more than $10 M in temporary medical staffing services to Colorado facilities date.

Worldwide has been a primary provider of temporary nursing staff to the North Carolina Department of Health and Human Services, Division of State Operated Healthcare Facilities ("DSOHF") since 2010. In March of 2010, the DSOHF awarded Worldwide Primary Vendor

Status for all DSOHF operated facilities. The contract was renewed for additional three-year terms in April of 2012, June of 2016, and January of 2021. Worldwide currently has more than 200 healthcare staff assigned to North Carolina facilities.

Worldwide provides mental health and medical nursing services to patients of all age ranges, pediatric through geriatric, at nine DSOHF locations including: Broughton Hospital, Central Regional Hospital, Cherry Hospital, and the Division of Services for the Blind. Worldwide added three state-run alcohol and drug abuse treatment centers as an addendum to the DSOHF contract between 2012 and 2014. Worldwide also established an "as needed" healthcare technician staffing pool at the Black Mountain Neuro-Medical Treatment Center in 2012. Worldwide began working with the Murdoch Developmental Center in 2016. The Murdoch Center is a state-run developmental center in North Carolina, providing support to adult patients with intellectual and developmental disabilities, complex behavioral challenges, or medical conditions. Worldwide has placed directors of nursing, supervisory psychologist, and psychiatrist staff in North Carolina as addendums to the DSOHF contract. Worldwide has developed an excellent staffing partnership with the state of North Carolina.

Worldwide maintains a per-diem staffing contract with the state of Hawaii Office of Youth Services at the Hawaii Youth Correctional Facility. The contract was awarded July 2014 and was extended for an additional five-year term through October of 2024. Worldwide provides registered nurses that assess and treat the physical and mental health of patients ages 12 to 19. A subsequent contact for the provision of nurse practitioner staff was added in November of 2019 with an affiliate organization, Residential Youth Services & Empowerment. A subsequent contract for the provision of nursing, nurse practitioner, and certified nursing assistant staff was awarded in November of 2021. Worldwide has provided nearly $6 M in staffing services to the state of Hawaii since the initial contract award in 2014.

Worldwide currently maintains contracts with the following large hospital associations: HealthTrust Workforce Management Solutions (formerly Parallon / All About Staffing, Inc., Hospital Corporation of America), Medefis, Kaiser Foundation Hospitals, New Mexico Hospital Association, and the South Carolina Hospital Association. International contracts are active in the U.K., Ireland, Australia, and New Zealand

c. Personnel Listing

Chief Executive Officer – Leo R. Blatz, R.N., M.S.N.
40 years of Corporate Executive Experience

Leo R. Blatz, R.N., M.S.N., will be the contact for clinical related matters throughout the duration of this contract. Mr. Blatz will be available 24/7 for immediate response to any contract questions or emergency situations. Mr. Blatz began working with state and federal government contracts in 1987. During his 40-year healthcare staffing career, Mr. Blatz has overseen $1B in contracts. Mr. Blatz has successfully negotiated and serviced contracts throughout the United States and 13 international locations.

Chief Operating Officer – Joseph B. Giaimo
26 years of Corporate Executive Experience

Joseph B. Giaimo supervises Worldwide's recruiters and their day-to-day recruitment of candidates to all client facilities. Mr. Giaimo is also responsible for the recruitment and reporting requirements associated with the Oklahoma Department of Veterans' Affairs, the Vermont Department of Mental Health, the New York State Office of General Services, the Texas Department of Criminal Justice, the North Carolina Department of Health and Human Services, numerous state hospital contracts and multiple large hospital associations.

Director of Government Contracting – Samuel J. Giordano III, M.B.A.
16 years of Healthcare Recruitment Experience

Sam Giordano oversees Worldwide's staffing operations with the Alabama Department of Health, the Mississippi Department of Veterans Affairs, the Minnesota State Academies for the Deaf and Blind, the West Virginia Department of Health and Human Resources, and the Wyoming Department of Health. Mr. Giordano also manages contracts with the Alaska Department of Corrections, and the New Hampshire Department of Corrections. Mr. Giordano collaborates with facility contracts to ensure qualified staff are available to satisfy facility staffing needs.

Vice President of Educational Staffing – Kevin Peters, B.A.
10 years of Healthcare Recruitment Experience

Kevin Peters oversees Worldwide's staffing operations with the Arizona Department of Economic Security, Arrowhead Medical Center/San Bernardino County California, the Shelby County Board of Education, the Tennessee School for the Deaf, the Virginia Department of Behavioral Health and Developmental Services, Loudon County School District, the Virginia School for the Deaf, Medefis, Inc., the Minnesota Department of Veterans Affairs Homes, and the South Carolina Department of Mental Health.

Resumes

Enclosed please find the personnel listed resumes.

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d. Conflict of Interest

Worldwide does not have any business, financial, personal, or any other type of relationship that poses a conflict of interest within the past 3 years.

Section 3: Statement of Qualifications and Work Plan

a. Qualifications

Worldwide is a New York State corporation established in 1993 (FID 16-1432616). Worldwide is a certified by the Joint Commission as a Health Care Staffing Services Agency. (HCO ID: 488772). Worldwide has had zero deficiencies or requirements for improvement through six consecutive compliance audits. For 31 years, Worldwide has delivered quality healthcare professionals to state, federal government, and private healthcare facilities throughout the United States and internationally. Worldwide has the qualifications and experience necessary to responsibly perform the services outlined in the solicitation. Worldwide routinely deploys healthcare professionals to settings identical to those described in the RFP. Some of these clients include public and private schools, public health departments, pediatric clinics, child and adolescent psychiatric and medical hospitals, intellectual and developmental disability facilities, juvenile secure facilities, and youth centers. Worldwide maintains contracts with school districts and educational and youth institutions in Alabama, Arizona, Connecticut, Delaware, Hawaii, Kentucky, Minnesota, New York, South Carolina, Tennessee, Texas, Utah, and other locations nationwide.

Worldwide has ample knowledge and understanding of school nursing recruitment, placements, and oversight. Worldwide has effectively collaborated with client facilities globally to achieve safe staffing levels and continuity of care for students and numerous school districts. Worldwide is familiar with the nuances of city, county, and state government practices, procedures, laws, and regulations. Worldwide places a strong emphasis on customer service, visibility, continuity of care and client satisfaction, which includes a proven history of flexibility and adaptability. Worldwide will provide competent staff who possess the necessary training, education and experience in the specific areas outlined in the bid. Worldwide is confident that the current administration at the City of Waterbury will attest to Worldwide's skillset and abilities.

Worldwide recognizes that the contract and initial transition must be an ongoing, collaborative, and adaptive process. Worldwide will immediately implement changes and make improvements whenever requested within 24 hours of notification. Worldwide will aggressively advertise and recruit during the days and weeks following the award, to fill any additional vacancies, ensuring quality services and safe staffing levels for the students of the City of Waterbury ("City"). Worldwide does not anticipate any potential problems or issues that will arise in the contract or during the recruitment stage.

Worldwide will secure the necessary compliance documentation required for employment per the State of Connecticut, City, and Joint Commission standards. Once all compliance documentation has been received and the appropriate compliance forms have been completed, the recruiter will present the information to Worldwide's Clinical Specialist. The Clinical

Specialist will perform a second review of the documentation. If all documentation is in order, the Clinical Specialist will sign off on the compliance forms for each AHP submitted. Only those candidates that satisfy the criteria outlined in Worldwide's credentialing process and meet the City's specific requests shall be considered for submission.

Capacity and Capability

Worldwide currently has a pool of more than 1,200 travel and local healthcare professionals actively employed at more than 500 facilities throughout the continental United States and its territories. Worldwide maintains an active database of over 350,000 qualified healthcare professionals. The database is updated via targeted local and national journal advertising, a user-friendly website, practitioner referral programs, and a benefits package that is unsurpassed in the industry. All eligible candidates are available for consideration with the City. Worldwide is familiar with the nuances of city and state government practices, procedures, laws, and regulations. Worldwide places a strong emphasis on customer service, visibility, continuity of care and client satisfaction, which includes a proven history of flexibility and adaptability.

Worldwide recognizes that the contract must be an ongoing, collaborative, and adaptive process. Worldwide has a team of more than 75 full-time office staff members dedicated to carrying out administration, clinical oversight, recruitment, quality assurance, marketing, accounting, information technology, and all aspects of the project.

Worldwide will show sufficient understanding and qualifications necessary to successfully execute the scope of the work for the City and the Department of Education. Worldwide has an established contract for nursing services with the City and has a proven track record of working quickly and effectively upon notification of award. Worldwide will utilize our time-tested recruitment and quality assurance plan to ensure that we are providing efficient personnel to perform the scope of work provided and any other tasks that might be required for this solicitation. Tasks shall include, but not be limited to recruitment, interviewing, quality assurance, reporting, and experience.

b. Work Plan

Worldwide's keen understanding of the educational healthcare market has allowed Worldwide to effectively collaborate with schools and youth client facilities globally to achieve safe staffing levels for more than 30 years. Worldwide will follow all the qualifications and deliverables outlined in the RFP. Worldwide will provide competent R.N. and L.P.N. staff who possess the necessary training, education and experience in the specific areas outlined in the bid. Worldwide will comply with current and future standards established by the state and City. Worldwide will demonstrate sufficient understanding and qualifications necessary to successfully execute the scope of the work for the City of Waterbury, Department of Education by providing a comprehensive hiring and compliance process through confirming candidate experience, qualifications, and compatibility with the City's scope of work and staffing needs. Worldwide is a flexible and accommodating staffing partner with a proven history of success on similar projects.

Understanding Scope of Work

Worldwide understands and agrees to provide the City with 12 or more nurses (R.N.s or L.P.N.s) that are appropriately licensed and experienced with providing individualized school-based nursing services to students ages 3 – 21 who have IEPs and IHCPs. Worldwide's nursing staff shall understand they will be working the hours and days required by the City during the school year including during the summer program if applicable. Worldwide will only bill for school hours worked, including if the nurse must travel with the student on the bus. All nurses will have a valid and active Connecticut nursing license and shall be qualified to provide nursing services to the City without delay. Worldwide will ensure that all provided nurses will have had a satisfactory criminal background check, drug test, and DCF registry check, as required under law and will provide proof to the City prior to the assignment start date.

Nurses will work under the supervision of the Worldwide. Worldwide nurses understand they will be assigned a student or multiple students and will be assigned other related responsibilities. Nurses will participate in planning and placement team meetings for the students, write goals and objectives for the student's IEP, communicate with the student's health providers as necessary, and will provide other related services at the District's request. Nurses shall understand that they may work with one or more students based on the students' individual health care plans. Worldwide and nursing staff understand that if authorized by Waterbury staff, services may be needed out of the district facilities or if the student is receiving homebound instruction. Nurses work days will consist of the hours the student is in school and the transportation time if the nurse is riding the bus with the student. Nurses will ensure they are on time for the bus departures. Worldwide and provided nurses understand that nursing services are needed for each school day following the school calendar of up to 181 days and for extended school year services for up to an additional 20 days in the summer. Nurses will provide their own transportation to the student's home or school.

Worldwide will supervise and monitor provided nursing services and bill for only time worked by the nurses. Worldwide will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. Worldwide will ensure that all terms of the contract are being adhered to. All nurses will maintain their nursing notes and other records as required by the City, and in compliance with all relevant federal, state, local, and district laws, policies, procedures, regulations and ethical standards. Nurses will provide the District with timely and complete reports and Medicaid documentation in a form and manner acceptable to the District, the State of Connecticut Department of Social Services regulations, and other relevant law. Worldwide will provide substitute nursing staff for those who are absent and provide in-service professional development and relevant nursing materials to Waterbury staff and parents when requested by the District.

Recruitment Process

Worldwide is prepared to continue recruitment and providing candidates for consideration immediately upon notification of award. Worldwide maintains an active database of over 350,000 healthcare professionals. The database is updated daily due to targeted national advertising, a user-friendly website, practitioner referral programs and a benefits package that is unsurpassed in the industry. Our active approach to recruiting has been proven to fill vacancies rapidly and efficiently. All candidates will maintain licensure and certifications that are active and in good standing in Connecticut.

Worldwide advertises monthly in almost every major industry periodical and numerous regional and local publications. Each week, hundreds of potential candidates contact Worldwide in response to print advertising and other recruitment activities while an average of more than 300 electronic applications per week go through our website.

Recruitment efforts include, but are not limited to national advertising, "cold calls" by recruiters, email blasts, referral programs, mass mailings, and an established internet presence via our website and various social media. Worldwide also participates and exhibits in numerous healthcare-related conferences and conventions. Additionally, Worldwide maintains subscriptions to online job services such as Indeed, ZipRecruiter, Monster, Absolutely Healthcare and Career Builder.

Candidate screening and submissions will take place immediately following the contract award. Worldwide provides candidates for consideration on average, within 48 to 72 hours of request. Most candidates will be submitted within 24 hours of receipt of a job order. Worldwide will immediately respond to any requests made by the City for nursing services as to whether staff are available. Most requests will be replied to immediately upon receipt or within a few minutes thereof.

Worldwide is available to field requests for healthcare personnel 24 hours-per-day, 365 days-per-year, including holidays. Worldwide does not utilize an answering service. A live representative will be available off-business hours, on weekends and holidays to field staffing requests.

Proposed Staff Personnel Listing and Resumes – Enclosed are the following candidate resumes.

Registered Nurses:	Latoya Hall, R.N. Nina Boles, R.N. Nayanka Duplan R.N. Maria Emejeamara R.N. Amanda Percopo, R.N. Rahteisha Pittman, R.N.
Licensed Practical Nurses:	Kaila Durham, L.P.N. Turquoise Reid, L.P.N. Kandeshia Bryant, L.P.N.

Staff Turnover

Worldwide's turnover rate is 16%. Contract extensions are encouraged and frequent. Failed assignments are uncommon. More than 80% of Worldwide healthcare professionals extend assignments following the completion of their initial engagement. Much of this can be attributed to Worldwide's Loyalty Rewards Program and a healthcare benefits package that is fully compliant with the Affordable Care Act and is unsurpassed within the industry. Worldwide also provides 401(k) and a Referral Bonus Program to attract and retain our healthcare professionals. It is common for Worldwide healthcare professionals to remain active for multiple years. Worldwide has seventy-eight (78) nurses available to deliver school nursing services as of the time of RFP submission.

Quality Assurance

Worldwide utilizes a time-tested Performance Improvement Program. The program is specifically designed to monitor the system of accountability in the administration, supervision, and management of Agency Healthcare Professionals ("AHPs"), as well as the ongoing review of company policies and procedures. The program promotes quality patient care, comprehensive hiring and credentialing practices, and employee performance monitoring. Adherence to the values and framework of the Performance Improvement Program has enabled Worldwide to provide the highest quality of personnel and customer service to our valued clients.

The process begins with the receipt of a signed and dated application for employment and skills checklist. The documents are reviewed to ensure an appropriate candidate fit. The skills checklist is updated annually, and the credentials of the applicant are verified. Professional licensure and certifications are verified with the appropriate agencies, employment references and work experience are confirmed, and Excluded Parties List System ("EPLS") and Office of Inspector General ("OIG") searches are conducted. Worldwide utilizes Clinical Assessments Company by Prophecy to perform medication tests and skills verification. The candidate's file is reviewed by the Clinical Specialist. An interview is conducted to ensure that the candidate has the appropriate skill set and experience to be considered for the job order.

The following is a list of requirements and documentation for Worldwide personnel. All documentation and credentialing meet or exceed the City's standards. The documentation is forwarded to the facility upon notification of interest in a candidate's application:

- A completed employment application or resume and interview exploring work history and skills checklist
- Proof of graduation from an accredited nursing program
- Proof of a minimum of one (1) year of healthcare experience working with students with disabilities ages 3 - 21 in a school district, youth facility, public health clinic, or similar setting
- Professional references from previous employers confirming clinical skills, experience, and proven track record providing similar services including experience in school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans
- Current and valid R.N. or L.P.N. licensure within the State of Connecticut
- A current copy of AED and CPR and any other certificates as determined in accordance with the facility requirements
- Any additional training that is required by the facility prior to start date
- A copy of an annual physical examination
- A copy of an annual PPD or copy of chest x-ray and TB screening questionnaire
- Signed documentation stating AHP has immunization, is in the process of receiving vaccine, or is declining the vaccination as relates to Hepatitis B or Hepatitis A
- MMR Titer or immunization series
- Varicella Titer or immunization series
- Hepatitis B immunization series
- COVID vaccination series, exemption, or declination
- Annual influenza vaccination, exemption, or declination
- Fingerprinting, criminal background checks, and DCF registry checks conducted in accordance with facility specifications
- A drug screen prior to beginning work assignment and annually thereafter
- OIG and EPLS searches
- A completed I-9 form, including a photocopy of driver's license and social security cards
- Annual in-service training covering the following topics:
    - standard precautions
    - bloodborne pathogens
    - universal precautions
        - fire/electrical safety
    - OSHA hazard communications policy
    - Age Specific Competency
        - Worldwide's Age Specific Education and Post Test form is being utilized in a career technical education program in Oklahoma to help prepare a variety of health care students for clinical.
    - HIPAA training
    - violence prevention

  - diversity in the workplace
  - national patient safety goals
  - Sexual harassment prevention training
- Any additional requirements which may be requested by the facility or by contract

Once all compliance documentation has been received and the appropriate compliance forms have been completed, the recruiter will present the information to Worldwide's Clinical Specialist. The Clinical Specialist will perform a second review of the documentation. If all documentation is in order, the Clinical Specialist will sign off on the compliance forms for each AHP submitted.

Only those candidates that satisfy the criteria outlined in Worldwide's credentialing process and meet the facility's specific requests shall be considered for submission. The requirements established by the contract provisions are reviewed. Should the profile meet or exceed both criteria, the AHP's file will be completed and submitted with the required documentation for review by the designated facility contact. If the facility contacts requests that the AHP be assigned directly to a position, that preference will be accommodated. Immediately following the AHP's acceptance of assignment, Worldwide will provide a confirmation letter to the facility contact.

Worldwide is committed to obtaining and monitoring all AHP compliance. Upon initial acceptance of an assignment, the AHP is issued written correspondence outlining the compliance documentation that is required. Any compliance items that may expire during the life of the contract are flagged, and the date the updated documentation is required will be listed. All compliance is to be submitted to Worldwide prior to the start of the assignment.

Worldwide's Compliance Officer reviews the compliance forms and continually monitors AHP performance. This practice ensures that AHPs maintain compliance with all evaluation, education, certification, and facility requirements. Self-evaluation forms are sent to AHPs during the first month on assignment. Client evaluation (evaluation of off-site agency personnel) forms are sent to the facility prior to the AHP's completion of an assignment. The evaluation forms are placed in the AHP's file and updated annually and at the completion of each.

Worldwide's Performance Improvement Committee conducts monthly meetings to assure the regulated approach to quality customer service and healthcare needs are satisfied. The meetings include: Worldwide's Clinical Director, Chief Executive Officer, Chief Operating Officer, Compliance Officer, and designated Account Manager. During the monthly meetings, new information or any variances from the facility's expectations are explored. Recommendations for improvements in service delivery are discussed and implemented if necessary. Policies are created or revised as indicated.

Worldwide's Clinical Director, Leo R. Blatz, R.N., M.S.N., is available to all facilities 24 hours a day, seven days a week. Mr. Blatz will be available to meet onsite at any facility within 24 hours of a request. Mr. Blatz routinely visits client facilities approximately once every three

months. Meetings are held with active staff to identify and rectify any problems. Summaries of the meetings are provided to the client facilities when indicated.

Evaluation Process

The self-evaluation forms, client evaluation forms, clinical specific screening exams and skills checklists assist Worldwide's Account Manager and Clinical Specialist in evaluating AHPs and detecting potential areas of improvement. The Clinical Specialist will use this information to work with the AHP to identify continuing education programs that will be beneficial. Worldwide recognizes that maintaining quality patient care requires continued education. All AHPs are encouraged to advance their education and certifications by attending in-service programs and continuing education courses. Worldwide compensates full-time AHPs for attendance at both mandatory and non-mandatory in-service programs.

Worldwide utilizes Clinical Assessments by Prophecy to provide Continuing Education Credits, clinical competency examinations and assessments to AHPs. All assessments are completed online and are automatically scored, providing Worldwide with immediate results pinpointing behaviors and assessing knowledge. The online program offers a valid and reliable way to evaluate both applicants and incumbents, thereby advancing patient safety and satisfaction, while reducing turnover.

Worldwide utilizes Goldmine customer relationship management software to manage healthcare staff and client contacts, track placements, store electronic notes and records, print reports and monitor compliance. The software enables Worldwide to maintain detailed information on all candidates. Recruiters regularly compile information on each candidate as it relates to their qualifications, experience level, expertise in specific disciplines and past performance. That information is filtered and applied to the specific needs of the client.

Goldmine is also used to collect and analyze monthly data on compliance. The software tracks compliance and executes monthly reports flagging individuals with compliance items that are scheduled to expire and require action. The reports notify expiration of compliance documentation at 60 and 30-day intervals, prior to the date of expiration. Worldwide's Compliance Officer oversees the data collection and follows up on the reports to ensure that AHPs remain in compliance.

Immediately upon the receipt of any inquiries, complaints or other incidents reflecting irregularities from any participating institution, the Account Manager, Clinical Specialist, Chief Executive Officer, and any other staff indicated, will meet to investigate the matter. A conference call may be requested with the facility to discuss the details of the incident. If the incident is of a serious nature, the Chief Executive Officer and Clinical Specialist will meet on site at the facility. The meetings shall be held within 24 hours of the initial report and scheduled at the facility's convenience.

Worldwide's Performance Improvement Committee conducts monthly meetings to assure the regulated approach to quality customer service and healthcare needs are satisfied. The meetings include: Worldwide's Clinical Director, Chief Executive Officer, Chief Operating Officer,

Compliance Officer, and designated Account Manager. During the monthly meetings, new information or any variances from the facility's expectations are explored. Recommendations for improvements in service delivery are discussed and implemented if necessary. Policies are created or revised as indicated.

Original copies of all the above documentation will be maintained in employee files located at 2829 Sheridan Drive, Tonawanda, NY 14150. All files are maintained in accordance with privacy and non-discriminatory regulations enforced by both federal and state laws.

Reporting Methodology

Worldwide recognizes the importance of maintaining service level commitments, routine communication, proper invoicing, payment, and adherence to mandatory reporting requirements. Worldwide accepts and agrees to the following reporting requirements including, but not limited to:

- Communicating with staffing leadership to provide continuous feedback and improvement.
- Invoices will be sent to the City monthly and provide backup documentation with the invoice
- Invoices shall itemize the work for hours worked, nurses start and end times, and provide verification of hours billed, contract number, nurse's name, job title, and school
- Submitting any additional information or reports as requested by the City



Section 4: Cost Proposal

Worldwide's cost proposal is enclosed separately.

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

a. Worldwide has never failed to complete any of the work awarded to in 31 years. Worldwide has successfully completed all work in the contracts awarded.

b. Worldwide has never defaulted on a contract.

c. Worldwide does not have any pending litigation that could affect Worldwide's ability to perform this agreement.

d. Worldwide has not had a contracted terminated for cause within the past five years.

e. Worldwide has not been named in a lawsuit related to errors and omissions within the past five years.

f. Worldwide has not filed for protection under the Federal bankruptcy laws in the past seven years.

g. Worldwide has not exceeded the amount of the contract we were awarded unless an official addendum was awarded and signed by all parties. Worldwide is a sufficient and reliable staffing partner and normally provides additional staff to our contracts when requested by the clients.

h. No, there is no other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware of.

Section 6: Exceptions and Alternatives

Worldwide holds no exceptions to any of the requirements listed in the RFP. Worldwide accepts all terms and conditions outlined in the RFP.

Conditions

Worldwide is willing and agrees to adhere to all the conditions outlined in Section H: Conditions of the proposal.

Section 7: Additional Data

All School District References:

1. Facility Name: Virginia School of the Deaf and the Blind
   Contact Name & Title: Lindsay Burris, Principal
   Address:
   104 VSDB Dr,
   Staunton, VA 24401
   Phone Number: 540-332-9014
   Email Address: lindsay.burris@vsdb.k12.va.us

2. Facility Name: City of Waterbury School and Public Health Department
   Contract Name & Title: Lois Mulhern, BSN, RN, Nursing Supervisor
   Address:
   South Main Street,
   Waterbury, CT 06705
   Phone Number: 203-574-6680
   Email Address: lmulhern@waterburyct.gov

3. Facility Name: Florence County School District #4
   Contact Name: LaTisha Pegues
   Address:
   304 Kemper St,
   Timmonsville, SC 29161
   Phone Number: 843-346-3956 ext. 2114
   Email Address: lpegues@florence4.k12.sc.us

4. Facility Name: Minnesota State Academies
   Contact Name: Brittany Thomforde, Student Support Services Director
   Address:
   615 Olof Hanson Drive
   Fairbault, MN 55021
   Phone Number: 507-384-6677
   Email Address: brittany.thomforde@msa.state.mn.us

5. Facility Name: Valley Stream union Free School District 30
   Contact Name: Jeanine Wiese, R.N.
   Address:
   175 N. Central Ave.
   Valley Stream, NY 11580
   Phone Number: 516-457-5576
   Email Address: v jwiese@vs30.org

6. Facility Name: City of New Haven School District and Health Department
   Contact Name: Monika Lopez, RN, Nurse Coordinator

Address:
165 Church Street
New Haven, CT 06510
Phone Number: 203-836-4088
Email Address: mlopez@newhavenct.gov

7. Facility Name: Shelby County Board of Education
Contact Name: Dr. Patricia Bafford, Senior Manager, Health Services
Address:
160 S. Hollywood St
Memphis TN 38112
Phone Number: 901-416-5600
Email Address: baffordpd@scsk12.org

8. Facility Name: Tennessee Schools for the Deaf, Nashville Campus
Contact Name: Caroline Lucido, M.S., CCC-SLP, IEP and Eligibility
Address:
710 James Robertson PKWY,
Nashville TN 37243
Phone Number: 865-361-6121
Email Address: c.lucido@tsdeaf.org
9. Facility Name: Tennessee Schools for the Deaf, Knoxville Campus
Contact Name: Rachel Loope, IEP Administrative Assistant
Address:
2725 Island Home Blvd.,
Knoxville, TN 37920
Phone Number: 865-579-2417
Email Address: r.loope@tsdeaf.org

10. Facility Name: Lewiston-Porter School District
Contact Name: Melissa Laun, Director of Special Education and Grants
Address:
4061 Creek Road,
Youngstown, NY 14174
Phone number: 716-286-7250

#10

WATERBURY PUBLIC SCHOOLS

Office of Early Childhood
30-B Church Street
Waterbury, CT 06702
Ph-203-574-8024/F-203-574-6709
Maureen M. Bergin
Supervisor, Early Childhood Education

DATE: July 25, 2024

TO: Honorable Board of Aldermen
Honorable Board of Education

FROM: Maureen Bergin, Supervisor, Early Childhood Education Program

SUBJECT: Approval of 2024 Contract Amendment 4 with Teaching Strategies, LLC for continued Curriculum Digital Resources, additional classroom materials and professional development.

Waterbury Public Schools Academic Office has established a contract with our educational partner Teaching Strategies, LLC for curriculum licenses, professional learning for teachers and classroom materials for a 5 -year period. The purchase of these materials has resulted in significant outcomes for all students enrolled in the City of Waterbury Early Childhood Program. Over 900 students and families have benefitted through access to robust curriculum materials and increased parent engagement.

This curriculum project was amended on three prior occasions. The first amendment was completed on 2/8/2021 for the purpose of purchasing cloud materials that would allow virtual teaching and learning during the pandemic for all students enrolled in our preschool program. The end date for the second amendment was 2/27/2024. The most recent amendment allowed for extension of services through 6/30/24.

I respectfully request approval of Amendment Four for Teaching Strategies, LLC, through June 30, 2025. The cost is $73,544.67 for the extension of Cloud subscriptions, outfitting up to 5 new classrooms, and 4 professional development days. This will be funded through the Alliance and Title I grants.

Sincerely,

Maureen M. Bergin
Supervisor of Early Childhood Education

#11

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 30, 2024

To: WPS Board of Education
Waterbury Board of Aldermen
Mayor Paul Pernerewski

RE: Executive Summary – CRT 24-159 (RFP #8130) – Access Rehab Centers – High School Athletic Trainers

Dear Commissioners, Aldermen, and Mr. Mayor:

The Waterbury Public Schools seeks to execute a three-year contract with Access Rehab Centers for two (2) high school athletic trainers to provide a total of 50 hours per week of ATC services to our high school athletic programs.

Post-Covid, staffing shortages severely limited AT coverage of our programs and necessitated the withdrawal of the City's previous vendor for athletic training services from their renewal options. It is imperative that qualified medical personnel be accessible on-site to prevent and treat sports injuries, not only to safeguard the health and welfare of our student-athletes, but to also shield the City from potential liability.

The total three-year cost of CRT-159 is $305,998:

- Year One – SY 2024-2025: $ 99,000
- Year Two – SY 2025-2026: $101,970
- Year Three – SY 2026-2027: $105,028

I am requesting your approval of CRT 24-159, which:

1. Acknowledges the vendor's ability to provide two (2) athletic trainers for 25 hours per week each (50 total hours per week) throughout the contract period
2. Allows the City to assign each of the two trainers to cover two high school athletic programs each on an alternating week basis throughout each of the three seasons
3. Confirms the right of the City to temporarily secure A.T. services from other vendors to help address any game coverage gaps that Access Rehab Centers may not be able to provide
4. Establishes a contract expiration date of June 30, 2027, and allows for three (3) consecutive one-year renewal options by mutual agreement beyond 2027.

I respectfully request approval of CRT 24-159.
Thank you,

Joe

Cc: Darren Schwartz, Doreen Biolo, Nicholas Albini, Janet Frenis, Jade Gopie, Jerry Gay

#12

Jade L. Gopie
Assistant Superintendent
(203) 574-8023
jgopie@waterbury.k12.ct.us

Date: July 25, 2024

To: Waterbury Board of Education

From: Jade L. Gopie, Assistant Superintendent

Subject: Math Concepts, Incorporated

The Waterbury Public Schools respectfully requests to enter into a one-year contract with Math Concepts, Incorporated for services at Wilby High School. Math Concepts, Incorporated will provide consulting and coaching for teachers and administrators in support of math instruction.

The cost of the contract is $83,200 for one school year. This vendor was approved as a sole source and the funds will be paid out of Wilby High School's Commissioner Network funds.

The services provided include:

- Thirty-two days of in-person professional development support and coaching at Wilby High School
- Supporting school leadership in strategies and protocols around improving classroom instructional practices

Sincerely,

Jade L. Gopie
Jade L. Gopie
Assistant Superintendent

WATERBURY
PUBLIC SCHOOLS

Juan Mendoza
Assistant Superintendent Human Capital
203-574-8019
jmendoza@waterbury.k12.ct.us

#13

Date: July 24, 2024

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

Re: Approval Request of **Amendment #1** of the **Partnership Agreement** between the **City of Waterbury** and **Bloomboard Inc.**

Dear Honorable Commissioners:

The Human Capital/Education Department respectfully requests your approval for a no-cost contract extension with Bloomboard, Inc.

Waterbury Public Schools has executed contract CRTARP22-238 with Bloomboard, Inc. to design, implement, and provide support for a micro-credential based advancement program called Waterbury U. This is a competency-based advancement pathway for educators to earn graduate credits through BloomBoard's fully accredited university partners.

Eight hundred (800) micro-credentials were purchased up front in the original contract. We have micro-credentials remaining that will not be utilized by the expiration date of the contract. For this reason, I respectfully request a no-cost contract extension from its current expiration date of 8/30/24 to 8/30/26 in order to utilize any remaining micro-credentials originally purchased.

This will be done at no additional cost to the district and will not change the scope of services provided.

Accordingly, attached for your review and consideration is the 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.

Best regards,

Juan Mendoza
Assistant Superintendent
Human Capital Department

Amendment 1
to
PROFESSIONAL SERVICES AGREEMENT
For
Micro-Endorsement Program
between
The City of Waterbury, Connecticut
and
BloomBoard, Inc.

THIS AMENDMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut ("City") and BLOOMBOARD, INC., located at 5401 Walnut Street, Suite 200, Pittsburg, Pennsylvania (the "Contractor").

WHEREAS, the parties hereto entered into a Professional Services Agreement for micro-credentialing services for Waterbury Public School staff, executed by the Mayor of the City of Waterbury on July 18, 2022 ("Agreement"); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement at no additional cost in order to extend the term of the Agreement, otherwise on the same terms and conditions as the Agreement; and

NOW THEREFORE, the parties hereby agree and covenant to amend the Agreement as follows:

1. Paragraph 5 of the Agreement "Contract Time" shall be deleted and replaced with the following language:

> **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 August 30, 2026 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, 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.

2. All other terms, conditions and provisions of the Agreement remain in full force and effect and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto executed this Amendment Number 1 on the dates indicated below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

_____

_____

BLOOMBOARD, INC.

By:_____

Its _____

Date: _____

WATERBURY
PUBLIC SCHOOLS

Juan Mendoza #14
Assistant Superintendent of Human Capital
(203) 574-8022
jmendoza@waterbury.k12.ct.us

Date: 7-25-24

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

Re: **Approval Request of Contract** for the UCONN Teacher Residency Program between the City of Waterbury and University of Connecticut

Dear Honorable Aldermen and Honorable Commissioners:

The Human Capital/Education Department respectfully requests your approval of the above-referenced contract for the UCONN Teacher Residency Program between the City of Waterbury and the University of Connecticut to provide an additional "grow your own" teacher recruitment pathway and retention initiative.

The residency program will have two distinct parts: a paid internship portion and an unpaid student teaching portion. Both portions will take place in the same school building. The paid internship portion will consist of five days per week in the school with a minimum of 14 hours a week between August 21, 2024 and January 20, 2025 in the content area. The unpaid student teaching portion will begin on January 21, 2025 and end on May 2, 2025. During the student teaching portion of the residency program, the students will be supervised by TEAM-trained teachers who are certified in the students' endorsement area. The parties agree that the unpaid student teaching portion is subject to, and in accordance with, the Student Teacher Affiliation Agreement between the Parties executed on August 1, 2020.

Under this contract, the University field-based supervisor will meet regularly with the student resident to discuss progress and issues related to their residency program placement, including bi-weekly supervisory meetings to discuss teacher education practices. The University shall advise each proposed student resident that s/he shall be required to submit to a DCF registry check and state and national criminal history records check.

The School District shall pay selected *residency program students* directly according to the School District's pay scale and schedule between August 21, 2024 and January 20, 2025. The current pay scale is $120 a day, but is subject to change based on the School District daily substitute teacher rate. 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,

Juan Mendoza
Assistant Superintendent of Human Capital

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: **Affiliation Agreement Between the University of Connecticut and the City of Waterbury**

Department: **Human Resources/Education 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
236 Grand St., Room 309
(203) 597-3433

_____
Date

AFFILIATION AGREEMENT BETWEEN THE UNIVERSITY OF CONNECTICUT AND A SCHOOL DISTRICT/NON-PROFIT AGENCY

Teacher Education Program

THIS AGREEMENT is made by and between the University of Connecticut, (hereinafter referred to as "University"), an Institution of Higher Education, authorized as an agency of the State of Connecticut, and the school district/non-profit agency, **Waterbury School District** (hereinafter "School District") and is effective August 21, 2024 through May 2, 2025. The parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

a. *Education of Students.* The University shall provide bi-weekly supervisory residency meetings to discuss issues associated with teacher education practices.

b. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School District and should any student fail to abide by any policy and/or procedure, after consultation with the University Faculty Liaison, he or she may be excluded from the residency program.

c. *Liability Insurance.* The School District acknowledges that the University, as an agency of the State of Connecticut, is self-insured. Thus liability insurance is not required.

d. *Consideration/Payment Terms.* The University will pay directly to the cooperating teachers a stipend to mentor teachers at a pay rate of $350 per mentor.

II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

a. *Selection of Students*. The School District shall be responsible for the selection of qualified students to participate in the *residency program*. Selected students must have the appropriate educational background and skills consistent with the *residency program* offered by the School District.

b. *Establishment of Residency Program*. The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a *residency program* placement. The r*esidency program* is restricted to students enrolled in the University's Teacher Education program. The *residency program* will have two distinct parts: a paid internship portion and an unpaid student teaching portion. Both portions will take place in the same school building. The paid internship portion will consist of five days per week in the school with a minimum of 14 hours a week between August 21, 2024 and January 20, 2025 in the content area. The unpaid student teaching portion will begin on January 21, 2025 and end on May 2, 2025. During the student teaching portion of the *residency program*, the students will be supervised by TEAM-trained teachers who are certified in the students' endorsement area. The parties agree that the unpaid student teaching portion is subject to, and in accordance with, the Student Teacher Affiliation Agreement between the Parties executed on January 20, 2021.

c. *Policies of School District.* The *School District* will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the *residency program.*

d. *Exclusion of Noncompliant Student*. The School District shall have the authority to immediately exclude a student who fails to comply with its policies and procedures. Before

such exclusion occurs, the School District shall inform the responsible University Faculty Liaison.

e. *Supervision of Students*. The field-based supervision of the student will be conducted by teachers and administrators from the School District. The field-based supervisor will formally meet with the student on a regular basis to discuss progress and issues associated with the student's *residency program placement*.

f. *Consideration/Payment Terms*. The School District shall pay selected *residency program* students directly according to the School District's pay scale and schedule between August 21, 2024 to January 20, 2025. The current pay scale is $120 a day but is subject to change based on the School District daily substitute teacher rate.

g. *Administration*. The School District will be responsible for and retain control over the organization, and operation of its programs.

h. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a student's work performance. Student evaluations will be completed and returned according to any reasonable schedule agreed to by the University and the School District.

i. *Student Records.* The School District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law.

III. MUTUAL TERMS AND CONDITIONS

a. Participating Student. The parties will mutually agree upon the student that shall be assigned to the School District under this Agreement.

b. Goals and Planned Activities. The School District is responsible for planning the student's activities. Such activities shall be designed to enhance the development of competencies and professionalism relative to the training goals of the teacher education program. The School District and the University shall furthermore ensure that the *residency program* allows the student sufficient opportunities to integrate theory, course work, and research, in an applied supervised setting.

c. Termination of Agreement. The University or the School District may terminate this Agreement for any reason with ninety (90) days notice to the respective address in Section III.i. below. However, should the School District/Agency terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their *residency program* until the end of the academic semester.

d. Modification of Agreement. This Agreement shall only be modified in writing with the same formality as the original Agreement.

e. Relationship of Parties. The relationship between the parties to this Agreement to each other is that of independent contractors.

f. Liability. Each party shall be responsible for the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Any claim which School/Agency has against the University shall be filed with the Claims Commissioner pursuant to Chapter 53 of the Connecticut General Statutes.

g. Notices. Any notices to University shall be sent to the following address:

Jason Irizarry, Dean
Neag School of Education
University of Connecticut
249 Glenbrook Road, Unit 3064
Storrs, CT 06269-3064

Any notices to the City of Waterbury shall be sent to the following address:

Superintendent of Schools
Department of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

With a cc to:

Office of the Corporation Counsel
City Hall Building
235 Grand Street
Waterbury, CT 06702

h. Disputes. The parties shall exercise all reasonable efforts to resolve any dispute arising between the two parties in connection with this Agreement by good faith negotiation. *i. Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

IV. STATE OF CONNECTICUT TERMS AND CONDITIONS

a. Statutory Authority. Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b, provide the University with authority to enter into contracts in the pursuit of its mission.

b. Sovereign Immunity. Contractor acknowledges and agrees that nothing in the Agreement, or the solicitation leading up to the Agreement, shall be construed as a modification, compromise or waiver by the University or State of Connecticut of any rights or defense of any immunities provided by Federal law or the laws of the State of Connecticut to the University or State of Connecticut or any of their officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section in the Agreement, this section shall govern.

V. FUNDING SOURCE

a. The School District's purchases/paid internship funding under this Agreement will be funded by monies received by the City of Waterbury 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.

b. The parties are 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.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **Agreement** as of the dates below.

_____	_____
Mayor Paul K. Pernerewski, Jr.	Jason Irizarry
City of Waterbury	Dean, Neag School of Education
Date:_____	Date:_____

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.

WATERBURY PUBLIC SCHOOLS

ESSER/ARP Monthly Expenditure Report
Board of Education Workshop
August 1, 2024

ESSER I	ESSER II	ARP ESSER III
Beginning Date March 2020 Ending Date September 2022	Beginning Date December 2020 Ending Date September 2023	Beginning Date May 2021 Ending Date September 2024
Total Grant : $9,394,519	**Total Grant : $41,651,124**	**Total Grant : $89,691,176**
Public Portion - $8,462,310 $8,462,310 YTD Exp/Enc $ 0 YTD Balance	$41,651,124 YTD Exp/Enc $ 0 YTD Balance	$82,096,664 YTD Exp/Enc $7,594,512 YTD Balance
Non-Public Portion: $932,209 $932,209 YTD Exp/Enc $ 0 YTD Balance	0	

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

#16

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 29, 2024

TO: Honorable Board of Education Commissioners
Honorable Board of Alderman Members

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Construction Contract for Emergency Electrical Repairs at Regan Elementary School with All State Construction, Incorporated

The Education Department respectfully requests your review and approval of a construction contract pertaining to emergency electrical repairs at Regan Elementary School in an amount not to exceed $198,000 ($180,000 base + $18,000 owner controlled contingency) with All State Construction. Project work includes excavating the site to expose the old conduit, removal of existing fencing, concrete demolition, extensive electrical repairs, and coordination with Eversource and the School Inspectors Office to install new concrete, sidewalk and fencing. The Water Department's heavy equipment will be used to excavate the site and to facilitate repairs.

Bidding was waived by the Purchasing Department due the extraordinary conditions and the immediate need for repairs. All State is currently on-site installing the new Cooling Center equipment and shall substantially complete all work and services for this project no later than August 7, 2024 in order for the school to have beneficial use of the electrical service. Funding will be from the Education Department's Capital budget.

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

JPY 7.29.24

Construction Contract
for
Emergency Electrical Service Repairs
at
Frank G. Regan Elementary School
between
City of Waterbury
and
All State Construction, Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **ALL STATE CONSTRUCTION, INC.**, located at 449 Cooke Street, Farmington, Connecticut, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the Contractor submitted a quote ("Contractor's Price Proposal") for emergency repairs to the electrical service at the Frank G. Regan Elementary School (the "Project");

WHEREAS the City accepted the Contractor's quote for the emergency repairs; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. As more particularly set forth in **Attachment A**, Contractor quote dated July 25, 2024, and titled "**SP24-148 CITY OF WATERBURY REGAN ELEMENTARY SCHOOL ELECTRICAL SERVICE REPAIRS**," the Project consists of work required to perform the emergency electrical repairs to the service at Frank G. Regan Elementary School.

The Contractor also acknowledges the following Contract requirements and/or obligations:

1.1.1 State of Connecticut Prevailing Wages as applicable to the Project;

1.1.2 Contractor's Certificate of Insurance (incorporated by reference);
1.1.3 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
1.1.5 All applicable permits and licenses (incorporated by reference).

1.2. 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. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Amendment(s) and Change Orders;
1.2.3 This Contract; and
1.2.4 Contractor's Price Proposal.

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

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

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

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

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

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

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

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

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

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

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for the Project (collectively, the "Bid Documents");

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

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

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

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

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall Contractor in writing any oral notice given within five (5) business days thereafter.

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of

8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

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

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

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

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice

by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed; the Contractor shall thereafter wait for written instructions from the City before proceeding under such conditions.

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

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

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

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

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

3.16. Criminal Background Check and DCF Registry Check. The Contractor 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 are present, that will or may have direct contact with a student's 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 Contractor 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 contact with a student. The contractor agrees the "direct contact" shall include the contractor 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.

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

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; at the onset, the School Inspector's Office is so designated.

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

5. Contract Time. In order for the City to have beneficial use of the electrical service, the Contractor shall Substantially Complete all work and services required under this Contract no later than August 7, 2024.

5.1. Place Holder.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. Subject to 5.2.1.3, it is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 Subject to 5.2.1.3, the Contractor shall pay to the City the sum of the greater of **five hundred and 00/100 dollars ($500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

5.2.1.3 Notwithstanding the above, if the electrical equipment is not delivered to the Project because of an exceedingly lengthy manufacturer lead time delay(s), which then prohibits the Project's completion within the Contract Time, upon Contractor's production of reasonable documentation and confirmation of timely procurement and a manufacturer delivery delay(s), the City agrees to not assess liquidated or other delay damages against the Contractor. Contractor is required to diligently prosecute all Work not impacted by the electrical

equipment manufacturer delivery delay(s) to minimize any Project completion delay.

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

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS ($198,000)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Price Proposal set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds, if required:

A. Base Payment - $180,000; and
B. Owner Controlled Contingency As Governed By Section 6.1.1 Below – $18,000.

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

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor

otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with the provisions of this Contract.

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

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its quote for the Project shall be borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material

for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fees.

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

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

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

Contract Documents, subject to reasonable monetary holdback for punch list items.

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

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, including the Board of Education and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, 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 Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

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

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

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

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

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

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

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

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

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances: **$5,000,000.00** each occurrence and **$5,000,000.00** aggregate.

11.4.5 Builder's Risk Insurance: coverage equaling the monetary value of the construction components of the Project, including the equipment stored at Contractor's place of business prior to installation. "All Risk" Builders Risk insurance (also know as "course of construction") coverage with limits equal to or better than the maximum possible loss of all equipment and materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

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

11.6. Cancellation: The City of Waterbury and its Corporation Counsel's Office 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.

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, Department of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear".** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); **DAVIS BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and

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

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

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

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

12.2.2 The Contractor is aware of, and shall comply with, 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.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.

12.4.1 Definitions – For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific

requirements of the State of Connecticut Set Aside Program, Conn. Gen. Stat. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contact awarded to the Contactor is funded in whole or in part by state funds.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contact, is funded in whole or in part by the State of Connecticut and is more than **FIFTY THOUSAND DOLLARS ($50,000.00)**, for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, based on competitive bidding procedures, shall comply with the following Set –Aside requirements:

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors; and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

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

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

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

13.3. Contractor Corrective Action.

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the

employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

14. Good Jobs Ordinance.

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

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

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

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

14.1.4 Definitions. For purposes of this paragraph:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring

Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

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

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

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

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

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1.

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

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith

Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five-day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

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

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

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

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

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

15. Place Holder.

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

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

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

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of

time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

16.4. Rights Upon Termination.

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

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

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

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

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

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

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

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

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

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

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

18.3. The Contractor shall not, without the prior written approval of the City's Using

Agency, substitute, terminate, replace or otherwise remove a subcontractor.

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

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

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

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

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

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the

ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

ii. To the extent that additional costs or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the

Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

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

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

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

28. Place Holder.

29. 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.

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

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

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

JPY 7.29.24

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

Contractor:	All State Construction, Inc. P.O. Box 805 Farmington, CT 06034
City:	City of Waterbury City Hall 235 Grand Street Waterbury, CT 06702
With a copy to:	Office of Corporation Counsel City Hall 235 Grand Street Waterbury, CT 06702

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

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

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

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

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

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

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

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

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

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

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

34.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City

upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

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

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3 Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person – initially The School Inspector's Office.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.10 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.11 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

35.12 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.13 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.14 Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.15 Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.

35.16 Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

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

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

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

JPY 7.29.24

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

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

ALL STATE CONSTRUCTION, INC.

By:_____
Peter Pare, President

Date: _____

ATTACHMENT A

KEVIN McCAFFERY
DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Nicholas J. Albini, Chief Operating Officer

From: Kevin McCaffery, Director of Purchasing

Subject: Waiver Request for Emergency Electrical Repairs at Regan Elementary School

Date: July 24, 2024

I have reviewed the attached memo from Nicholas Albini, Chief Operating Officer, regarding the immediate need to have extensive repair work done to the electrical equipment at Regan Elementary School. This damage occurred as a result of smoke and a smoldering condition in the electrical room. This work needs to be done quickly before the school session begins as there will be no power to the school.

Therefore, pursuant to § 38.028 WAIVER OF BID OR PROPOSAL REQUIREMENT: EXTRAORDINARY CONDITIONS, I conclude that as a result of this extraordinary condition and in the best interest of the City, I hereby waive the competitive bid or proposal requirements.

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

MEMORANDUM

DATE: July 23, 2024

TO: Kevin McCaffrey, Director of Purchasing

FROM: Nicholas J. Albini, Chief Operating Officer

SUBJECT: Request for Bid Waiver
Emergency Electrical Repairs at Regan Elementary School

On Monday, July 1, 2024 at 3 p.m., School Inspector, Mike Konopka, received a phone call from the head maintainer at Regan Elementary School about a smoke condition around the school's electrical room which triggered the school's fire alarm. The Fire Department responded and the Education's electricians were on-site. Waterbury fire crews extinguished the smoldering insulation and notified Eversource to de-energize Regan's power source. The electricians opened up the main disconnect panels and discovered dead mice inside the breaker box and missing pieces of insulation covering the wires which in conjunction with water entering the underground conduit had caused a short to the ground. The City Electrical Inspector was called to assess the damage and ascertained that the system is in need of extensive repairs.

School Inspector, Mike Konopka, reached out to the City of Waterbury Bureau of Water to collaborate with the Education Department to excavate the site and expose the old conduit using the Water Department's heavy equipment. He also reached out to All State Construction, Inc. for a quote to repair the electrical service at Regan since they are currently on-site installing the new Cooling Center equipment. All State's quote is attached and includes removal of existing fencing, concrete demolition in conjunction with the City's excavator to facilitate repairs, extensive electrical repairs, coordination between the contractor, Eversource and the School Inspectors Office, new concrete, sidewalk and fencing totaling $180,000 lump sum.

In the meantime, Finance Director, Mike LeBlanc, was advised and opened a property damage claim with Traveler's Insurance, the City's insurance carrier. At this time, he also made your office aware of the potential need for a procurement waiver and that the Education Department's Chief Financial Officer's Office would need to track all costs for property insurance reimbursement.

Travelers is utilizing an electrical engineer to review the damages presented and coverage for this claim has not yet been fully determined. This process is also being delayed by Traveler's request for a more detailed estimate from the proposed contractor which they are compiling, and the assigned adjuster is away from the office and the covering adjuster isn't authorized to make

any decisions on the claim. We have requested Travelers to expedite this claim since it is now becoming an emergency situation with the school session approaching quickly. There is a lot of work to be completed within the building prior to the arrival of students, which has been unable to be completed due to lack of power. We have already lost 23 days of active work in the school. Since we did not receive an answer on Monday from Traveler's and we are concerned about losing additional productive time. This is an involved project and we may face additional lost time due to unforeseen circumstances.

Due to this extraordinary circumstance, we are respectfully requesting a bid waiver in order to have the school on-line for the start of the school year. We would like to proceed with the excavation portion on Monday, July 29, 2024. The main concern is if we have any issues during the process, school will have no power come the new school year. Please note that the entire school still needs to be cleaned before the opening on August 26, 2024; school staff returns on August 12 and teachers return on August 19, 2024.

The School Inspector's Staff will pictorially document all project work and will procure all costs associated with the proposed work from All State for Traveler's Review. The Risk Manager has been asked to help facilitate acquiring the contractor and subcontractor's insurance certificates and limits.

We sincerely appreciate your review and assistance. Feel free to call with any questions.

ALL STATE
CONSTRUCTION, INC.

*Phone (860) 678-0678 * 449 Cooke Street, P.O. Box 805 * Farmington, Connecticut 06034 * Fax (860) 676-8910*

July 18, 2024

RE: SP24-148 CITY OF WATERBURY REGAN ELEMENTARY SCHOOL ELECTRICAL SERVICE REPAIRS

Thank you for the opportunity to provide pricing for the emergency repairs of the electrical service at Regan Elementary School in Waterbury CT

- ASC to remove existing fencing prior to beginning of the civil work
- ASC to provide concrete demolition services to facilitate the repair of the electrical service at Regan
  - Sawcut and jackhammer out existing sidewalk with final removal by the City's excavator
  - Sawcut and remove portion of footing where existing conduit enters the elementary school
  - Sawcut and jackhammer portion of concrete floor under substation to facilitate pulling of new service
- ASC's electrical subcontractor to provide
  - Coordinate with Eversource and City Inspectors
  - Assist to remove existing conduits
  - New Conduits from Transformer location to the building
  - Provide and install new 1200A copper conductors
  - Install new OZ Ground Bushings
  - Replace Lugs in Main distribution if necessary
  - Coordinate re-energizing school
- ASC to provide new 5000PSI concrete to replace demolished floor and footing
- ASC to form and pour new section of sidewalk
- ASC to reinstall existing fencing after completion of work

Exclusions: Permits, fees, taxes, prevailing wages, civil work, overtime and weekend hours, independent testing and inspections, make safe of trenches

Total lump sum price for the above scope of work ***$180,000.00***

Sincerely,

Joe Strollo | Service Project Manager

ALL STATE
CONSTRUCTION, INC.
All State is an Equal Opportunity Employer

www.AllStateConstructionInc.com

Phone: 860-678-0678 ext. 3059
Cell: 860-515-4605
Fax: 860-676-8910

jstrollo@allstateconstructioninc.com

ALLSTAT-CL PATRA11

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/23/2024

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
Smith Brothers Insurance, LLC.
68 National Drive
Glastonbury, CT 06033

CONTACT NAME: Amanda Gagnon
PHONE (A/C, No, Ext): (860) 430-3371 FAX (A/C, No):
E-MAIL ADDRESS: agagnon@smithbrothersusa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Markel American Insurance Company	28932
INSURER C : Hartford Ins Group - DBC	00914
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
All State Construction, Inc.
449 Cooke Street, PO Box 805
Farmington, CT 06034

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		02UENOE0147	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X		02UENOE0148	4/1/2024	4/1/2025	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR							
	X EXCESS LIAB CLAIMS-MADE	X		MKLM1EUL102323	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 5,000,000
	DED X RETENTION $ 0						AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N	N/A		02WEOE0146	4/1/2024	4/1/2025	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: ASC JOB #24-104-Regan school, Electrical Repairs, 2780 N Main St, Waterbury, CT 06704.
The City of Waterbury and its Board of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are included as Additional Insureds as respects to General Liability, Automobile Liability and Umbrella Liability per policy forms.

CERTIFICATE HOLDER

City of Waterbury
City Hall
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
Joseph B Lentz

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

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 ☐

WATERBURY GILMARTIN & DUGGAN SCHOOLS HVAC
(Service or Commodity Covered by Contract)

1 Year
(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 202_4_)
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.

ALL STATE CONSTRUCTION INC
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

1/26/2024
Date

PETE PARE, PRESIDENT
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: ALL STATE CONSTRUCTION INC
449 COOKE ST., FARMINGTON, CT

Print Name and Title of Authorized Representative: PETE PARE, PRESIDENT

Signature of Authorized Representative:

Date: 1/26/2024

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 CT

SS.: FARMINGTON

County of HARTFORD

PETE PARE, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** PRESIDENT of ALL STATE CONSTRUCTION INC (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
NONE				
1				
2				
3				
4				

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

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

Name	Title	Affiliated Company (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	MARC PARE	CEO	9/23/1981	2/3
2	PETE PARE	PRESIDENT	4/28/1962	1/3
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	ALL STATE CONSTRUCTION	CT	FARMINGTON
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

PETE PARE, PRESIDENT
Name of Corporate Signatory

449 COOKE ST, FARMINGTON CT
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: PRESIDENT
Title

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

State of CT)

) SS FARMINGTON

County of HARTFORD)

PETE PARE being duly sworn,

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

Subscribed and sworn to before me this 26 day of JANUARY 2024.

(Notary Public)

My Commission Expires: _____

SHERRY BETH LOCKHART
NOTARY PUBLIC
State of Connecticut
My Comm. Expires March 31, 2025

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date 7/26/2024**

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 ***are not delinquent***.

All State Construction, Inc.
Marc & Pete Pare
449 Cooke St.
Farmington, CT

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 Risk Management

Insurance Bid Recommendation/update

Submitting Department: BOE

Contact name: Nick Albini nalbini@waterbury.k12.ct.us

Description of project/vendor: Regan School Electrical Repairs

All State Construction, Inc

COI Term Approved: 04/01/2024 – 04/01/2025

This COI is approved.

_____ Date 7/26/24

ALLSTAT-CL PATRA8

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/24/2024

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.

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PRODUCER Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	CONTACT NAME: Amanda Gagnon PHONE (A/C, No, Ext): (860) 430-3371 FAX (A/C, No): E-MAIL ADDRESS: agagnon@smithbrothersusa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company	19682
INSURED All State Construction, Inc. 449 Cooke Street, PO Box 805 Farmington, CT 06034	INSURER B : Markel American Insurance Company	28932
	INSURER C : Hartford Ins Group - DBC	00914
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	02UENOE0148	4/1/2024	4/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE	X	X	MKLM1EUL102323	4/1/2024	4/1/2025	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A	X	02WEOE0146	4/1/2024	4/1/2025	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

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

Re: ASC JOB #24-104-Regan school, Electrical Repairs, 2780 N Main St, Waterbury, CT 06704.

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CERTIFICATE HOLDER

City of Waterbury
City Hall
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

Joseph B. Smith

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The ACORD name and logo are registered marks of ACORD

ALL STATE

CONSTRUCTION, INC.

*Phone (860) 678-0678 * 449 Cooke Street, P.O. Box 805 * Farmington, Connecticut 06034 * Fax (860) 676-8910*

July 25, 2024

RE: SP24-148 CITY OF WATERBURY REGAN ELEMENTARY SCHOOL ELECTRICAL SERVICE REPAIRS

Thank you for the opportunity to provide pricing for the emergency repairs of the electrical service at Regan Elementary School in Waterbury CT

- ASC to remove existing fencing prior to beginning of the civil work
- ASC to provide concrete demolition services to facilitate the repair of the electrical service at Regan
    - Sawcut and jackhammer out existing sidewalk with final removal by the City's excavator
    - Sawcut and remove portion of footing where existing conduit enters the elementary school
    - Sawcut and jackhammer portion of concrete floor under substation to facilitate pulling of new service
- ASC's electrical subcontractor to provide
    - Coordinate with Eversource and City Inspectors
    - Assist to remove existing conduits
    - New Conduits from Transformer location to the building
    - Provide and install new 1200A copper conductors
    - Install new OZ Ground Bushings
    - Replace Lugs in Main distribution if necessary
    - Coordinate re-energizing school
- ASC to provide new 5000PSI concrete to replace demolished floor and footing
- ASC to form and pour new section of sidewalk
- ASC to reinstall existing fencing after completion of work

Exclusions: Permits, fees, taxes, prevailing wages, civil work, overtime and weekend hours, independent testing and inspections, make safe of trenches

Total lump sum price for the above scope of work ***$180,000.00***

Electrical scope: $120,000
Material: $63,400
Labor: $56,600 @ $142.92/HR

Concrete scope: $44,000
Material & Equipment: $16,000
Labor: $28,000 @ 115/HR

Overhead: $16,000

Sincerely,

Joe Strollo | Service Project Manager

ALL STATE

CONSTRUCTION, INC.

*Phone (860) 678-0678 * 449 Cooke Street, P.O. Box 805 * Farmington, Connecticut 06034 * Fax (860) 676-8910*

All State is an Equal Opportunity Employer

www.AllStateConstructionInc.com

Phone: 860-678-0678 ext. 3059
Cell: 860-515-4605
Fax: 860-676-8910

jstrollo@allstateconstructioninc.com

Crystal Burr

From: Rona Nickerl
Sent: Friday, July 26, 2024 1:37 PM
To: Crystal Burr; Insurance Requests
Subject: FW: Corrected COI Waterbury
Attachments: SP24-148 CITY OF WATERBURY REGAN ELEMENTARY SCHOOL ELECTRICAL SERVICE REPAIRS R1.pdf

From: NICHOLAS ALBINI <nalbini@waterbury.k12.ct.us>
Sent: Friday, July 26, 2024 12:36 PM
To: Rona Nickerl <rnickerl@waterburyct.org>
Subject: RE: Corrected COI Waterbury

…as requested

Nicholas J. Albini
Chief Operating Officer

Waterbury Public Schools
Office of the Superintendent
236 Grand Street | Waterbury, CT 06702
Office: (203) 346-2340 | **Internal:** 11110
nalbini@waterbury.k12.ct.us

From: Rona Nickerl [mailto:rnickerl@waterburyct.org]
Sent: Thursday, July 25, 2024 8:07 AM
To: Jared Lockhart <jlockhart@allstateconstructioninc.com>; Joseph Strollo <jstrollo@allstateconstructioninc.com>; Geoffrey Dean <gdean@allstateconstructioninc.com>; Tyler Frohloff <tfrohloff@allstateconstructioninc.com>; Michael Grassi <mgrassi@allstateconstructioninc.com>
Cc: NICHOLAS ALBINI <nalbini@waterbury.k12.ct.us>
Subject: RE: Corrected COI Waterbury

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,
Thank you so much! I will sign of as soon as possible.
Thank you,
Rona

Rona Nickerl
Risk Manager
City of Waterbury
235 Grand Street
Waterbury, CT 06702
rnickerl@waterburyct.org
T: 203-574-6840 Ext. 7017
Direct: 203-346-2643
F: 203-753-6831

From: Jared Lockhart <jlockhart@allstateconstructioninc.com>
Sent: Thursday, July 25, 2024 8:06 AM
To: Rona Nickerl <rnickerl@waterburyct.org>; Joseph Strollo <jstrollo@allstateconstructioninc.com>; Geoffrey Dean <gdean@allstateconstructioninc.com>; Tyler Frohloff <tfrohloff@allstateconstructioninc.com>; Michael Grassi <mgrassi@allstateconstructioninc.com>
Cc: NICHOLAS ALBINI <nalbini@waterbury.k12.ct.us>
Subject: RE: Corrected COI Waterbury

The revision request was sent to our insurance provider yesterday. As soon as we have it we will send over

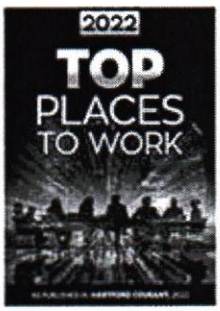
Thank you

Jared Lockhart
Manager, Service Division

ALL STATE
CONSTRUCTION, INC.
All State is an Equal Opportunity Employer

www.AllStateConstructionInc.com

449 Cooke Street
Farmington, CT 06032
Cell: 860-914-8918
jlockhart@allstateconstructioninc.com



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From: Rona Nickerl <rnickerl@waterburyct.org>
Sent: Thursday, July 25, 2024 7:13 AM
To: Jared Lockhart <jlockhart@allstateconstructioninc.com>; Joseph Strollo <jstrollo@allstateconstructioninc.com>; Geoffrey Dean <gdean@allstateconstructioninc.com>; Tyler Frohloff <tfrohloff@allstateconstructioninc.com>; Michael Grassi <mgrassi@allstateconstructioninc.com>
Cc: NICHOLAS ALBINI <nalbini@waterbury.k12.ct.us>
Subject: Corrected COI Waterbury

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,
I am following up on the corrected COI we need for the Reagan School project. I have attached the mark-up.
I understand work is supposed to begin next week and I would like to be able to sign off on it asap.
Please let me know the status and if I can help at all.
Thank you again,
Rona

Rona Nickerl
Risk Manager
City of Waterbury
235 Grand Street
Waterbury, CT 06702
rnickerl@waterburyct.org
T: 203-574-6840 Ext. 7017
Direct: 203-346-2643
F: 203-753-6831

#17

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 30, 2024

TO: Honorable Board of Education Commissioners

FROM: Nicholas John Albini, Chief Operating Officer

RE: Amendment #1 to the Construction Contract (RFP #7752) for Certain Mechanical Upgrades to Waterbury Arts Magnet School and The Palace Theater with Ferguson Mechanical Company, Inc.

The Education Department has a fully executed construction contract for mechanical (HVAC) upgrades to the mechanical equipment at Waterbury Arts Magnet School (WAMS) and the City owned Palace Theater (Palace) initiated under the Request for Proposal process (RFP #7752) in an amount not to exceed $8,977,480. The project is being funded through the American Rescue Plan Elementary and Secondary School Emergency Relief Fund (ARP ESSER) for the WAMS portion in the amount of $4,923,830 ($4,813,830 base and alternates plus $110,000 contingency) and the City's State and Local Fiscal Recovery Funds (ARPA) for the Palace portion in the amount of $4,053,650 ($3,963,650 base and alternate plus $90,000 contingency).

The original contract consists of providing mechanical upgrades to the HVAC, Fire Protection systems and the existing utilities currently at Waterbury Arts Magnet School along with the installation of a standalone HVAC system in the Palace Theater building. Base project work consists of demolition, structural steel erection, roofing repair, finishes, plumbing, HVAC, electrical and fire alarm systems. Alternate work selected includes a temporary generator to keep the emergency life safety systems on-line while the current system is being replaced, and Building Management System (BMS) changeover to the current BMS vendor for the Education Department. An owner controlled contingency in the amount of $200,000 ($110,000 WAMS/$90,000 Palace) has been included in the contract total to facilitate the timely approval of contractor change order requests resulting from unexpected expenses that may arise during the course of construction. All contractor change order requests are carefully reviewed and evaluated by the architect/engineer of record, program manager and Board of Education designated project owner representative.

The project is underway. Under Amendment #1, the Education Department is respectfully requesting to increase the contract completion date to be substantially complete by November 29, 2024 with final completion by December 31, 2024 due to delays associated with the manufacture

and delivery of certain mechanical equipment required for the project. All other agreement terms will remain unchanged. The project is being managed by KBE in collaboration with School Inspector's Office.

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: Dave Heavener, Jake Schick, Mike Konopka

FINAL JPY 7.30.24

AMENDMENT NUMBER ONE
to
Construction Contract
for certain
Mechanical Upgrades
to
The Waterbury Arts Magnet School
and
The Palace Theater
between
City of Waterbury
and
Ferguson Mechanical Company, Inc.

THIS AMENDMENT NUMBER 1, 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 **FERGUSON MECHANICAL COMPANY, INC.**, located at 112 Northwest Drive, Plainville, Connecticut 06062, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the parties executed an Agreement (the "Agreement"), effective January 9, 2024 (the "Effective Date"), relating to **Request for Proposal ("RFP") No. 7752** for certain mechanical upgrades at The Waterbury Arts Magnet School and The Palace Theater (the "Project"); and

WHEREAS the parties have 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 certain mechanical equipment 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 29, 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 shall remain in full force and effect and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto execute this Amendment Number 1 on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date:_____

WITNESSES:

_____

_____

FERGUSON MECHANICAL COMPANY, INC.

By:_____
Ryan L. Ferguson, President

Date:_____

WATERBURY
PUBLIC SCHOOLS

#18

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 30, 2024

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Construction Contract for HVAC Replacements at State Street School with Sarracco Mechanical Services, Inc.

The Education Department respectfully requests your review and approval of the construction contract for HVAC Replacements at State Street School with Sarracco Mechanical Services in the amount of $1,110,000 ($1,085,000 base + $25,000 owner controlled contingency). This contract was initiated under the Request for Proposal process (RFP #8117). The project base will be funded through ESSER and the contingency through general funds.

The project consists of replacing three Dedicated Outside Air (DOAS) rooftop units at State Street School. Base contract price includes replacement of existing electrical feeders. Upon inspection, if the feeders can be reused, Sarracco will credit the Education Department up to $40,000. The Contractor shall substantially complete all work and services by January 31, 2025 and final completion by February 28, 2025.

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, Jerry Gay, Dave Heavener, Jake Schick

Construction Contract
for
HVAC Replacements
at
State Street School
between
City of Waterbury
and
Sarracco Mechanical Services, Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **SARRACCO MECHANICAL SERVICES, INC.**, located at 61 Mattatuck Heights Road, Waterbury, Connecticut, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8117** for HVAC Upgrades at State Street School (the "Project");

WHEREAS the City accepted the Contractor's bid for **RFP No. 8117**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. As set forth more particularly in **Attachment A**, the Project consists of performing HVAC upgrades at the State Street School, located at 30 Church Street, Waterbury, CT 06762. **Attachments A** and **B** (referred to in 1.1.5 below) and **C** (referred to in 5.1 below) are hereby made material provisions of this Contract. in **Attachment A** and which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 8117**, including Addenda 1 and 2 (incorporated by reference);

1.1.2 Contractor's Price Proposal (revised), dated July 24, 2024, for pricing only (i.e. no payment or other contractual terms) consisting of 5 pages page (attached hereto);

1.1.3 Contractor's Response with associated attachments to **RFP No. 8117**, dated July 12, 2024, consisting of 87 pages (incorporated by reference);

1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, including but not limited to the American Rescue Plan Act of 2021 ("**ARPA**"), Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 ("**ESSER**") and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021 ("**ESSER II**") are incorporated by reference, as well as **Attachment B**, titled **"CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021"** to the extent such provisions are applicable;

1.1.5 City of Waterbury, Board of Education, **RFP No. 8117**, Scope of Services (also referred to as Technical Specifications), which are part of the Site Map/Drawings identified in Section 1.1.7;

1.1.6 "Site Map" with List of Drawings prepared by EDM Architecture & Engineering, consisting of 21 pages, dated May 15, 2024, Roof Framing Plan, consisting of 1 page, dated November 3, 2023, and Limited Asbestos Inspection Report prepared by Facility Support Services, dated September 26, 2023 (see **Attachment A**, which contains the link to the Site Map);

1.1.7 State of Connecticut Prevailing Wage Schedule dated May 20, 2024, and related information, consisting of 8 pages (attached hereto, or otherwise incorporated by reference);

1.1.8 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);

1.1.9 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);

1.1.10 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);

1.1.11 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and

1.1.13 All applicable permits and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component

part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Amendment(s) and Change Orders;
1.2.3 This Contract;
1.2.4 Addendums to **RFP No. 8117**;
1.2.5 **RFP No. 8117** including City of Waterbury, Board of Education, **RFP No. 8117, Attachment A** "Scope of Services/Technical Specifications";
1.2.6 Drawings;
1.2.7 Contractor's Price Proposal (revised); and
1.2.8 Contractor's Response.

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

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

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

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

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

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

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

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

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

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

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 8117** (collectively, the "Bid Documents");

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

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

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

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

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall Contractor in writing any oral notice given within five (5) business days thereafter.

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

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

3.5. Cleaning Up. The Contractor shall always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

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

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

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

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

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform

all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

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

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

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

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

3.16. Criminal Background Check and DCF Registry Check. The Contractor 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 are present, that will or may have direct contact with a student's 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 Contractor 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 contact with a student. The contractor agrees the "direct contact" shall include the contractor 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.

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

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; at the onset, KBE Building Corporation is so designated.

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

5. Contract Time. The Contractor shall substantially complete all work and services required for the Project no later than **January 31, 2025**, and shall achieve final completion for the Project on or before **February 28, 2025**. ("Contract Time").

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

5.2. Delay Damages.

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

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

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

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

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

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE MILLION ONE**

HUNDRED TEN THOUSAND DOLLARS ($1,110,000) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

I. State Street School

i. $1,085,000(base payment)
ii. ($40,000) alternate price credit subject to **Section 6.1.1** – if accepted during the Project; and
iii. $25,000 - **Owner Controlled Contingency As Governed By Section 6.1.1 Below.**

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

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

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

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event

this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.3.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City or to subcontractors and materialmen or other of Contractor's vendors.

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 8117** shall be borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. At the City's discretion, it may require written evidence that the Contractor is fulfilling its payment obligations prior to releasing any payments. Before final payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all the foregoing payment obligations have been fully completed.

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

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

6.8. Contractor's Certificate of Completion. Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work

performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

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

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

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

losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards or KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

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

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

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

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

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

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

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances: **$2,000,000.00** each occurrence and **$2,000,000.00** aggregate.

11.4.5 Builder's Risk Insurance: coverage equaling the monetary value of the construction components of the Project or $1,000,000 (whichever is greater), including the equipment stored at Contractor's place of business prior to installation. "All Risk" Builders Risk insurance (also known as "course of construction") coverage with limits equal to or better than the maximum possible loss of all equipment and materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of all subsequent Contract changes. This insurance shall include the interests of the City, KBE Building Corporation, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

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

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, Department of Education and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education, and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear".** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); **DAVIS BACON**

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

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

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

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

12.2.2 The Contractor is aware of, and shall comply with, 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.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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

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

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

13.3. Contractor Corrective Action.

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed,

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

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

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

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

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

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

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

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

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

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

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

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

14. Good Jobs Ordinance.

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

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

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

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

14.1.4 Definitions. For purposes of this paragraph:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. The Contractor shall be required to produce Contractor and

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

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

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1.

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

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five-day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

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

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

14.2.4 No portion of any invoice submitted by a Contractor that is subject to

liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

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

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

15. Place Holder.

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. Regarding third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third-party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable

for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

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

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

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

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

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

ii. To the extent that additional costs or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

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

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

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP No. 8117** and **(ii)** the Contractor's Bid response to **RFP No. 8117,** dated July 12, 2024. Said historical documents are attached hereto as part of **Attachment A.**

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

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

29. 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.

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

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

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

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

Contractor:	Sarracco Mechanical Services, Inc. 61 Mattatuck Heights Rd. Waterbury, CT 06705
City:	City of Waterbury City Hall 235 Grand Street Waterbury, CT 06702
With a copy to:	Office of Corporation Counsel City Hall 235 Grand Street Waterbury, CT 06702

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

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

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

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a

subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3 Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person – initially KBE Building Corporation.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.10 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.11 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the

City, commissioned to perform construction administration and inspection duties during construction.

35.12 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.13 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.14 Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.15 Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.

35.16 Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

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

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

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

SIGNATURE PAGE FOLLOWS

JPY 7.29.24

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

WITNESSES:

_____

_____

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

SARRACCO MECHANICAL SERVICES, INC

By: _____
Jamie Sarracco., President.

Date: 7/29/24

ATTACHMENT A

SARRACCO
MECHANICAL SERVICES

(800) 606-0015 | 61 Mattatuck Heights Road, Waterbury, CT 06705 | www.sarracco.com

City Of Waterbury

Re: State Street School
HVAC Improvements
Waterbury, CT
RFP #8117

7/12/2024
Revised 7/24/24

Attention: Mr. Kevin McCaffery

We hereby submit specifications and estimates for:

HVAC Estimate per drawings mn-001, mn-002, md-101, md-102, m-101, m-102, m-201, m-203, m-301 dated 5/13/2024, en-001, en-002, en-003, ed-101, ed-102, e-100, e-101, e-102, e-301, e-302 dated 5/15/2024 and s-104 dated 5/13/2024, except for the list of exclusions.

Includes: Addendum # and #2

BID NOTES:

- **Price includes duct cleaning of existing ductwork in Fan room only.**
- **Price does not include insulating or sealing of existing ductwork.**
- **Price does not include replacing any existing smoke/fire damper. None shown on drawings.**
- **Price does not include any new or patching of spray applied fireproofing.**
- **Price does not include any upgrades or replacement parts for the existing AHU#1.**
- **No fire alarm or CO detectors included.**
- **Price includes replacing existing 600-amp feed from panel XM to new panel P5. See alternate deduct if this feeder is not required.**
- **Price includes specified 24" tall roof curbs.**
- **Price includes rigging off hours if required.**

BASE PRICE $1,085,000.00

ALTERNATE DEDUCT If panel P5 feeder can be reused. DEDUCT $40,000.00

EXCLUSIONS: The following exclusions shall apply, unless explicitly described in above description of work: Revised Drawings unless explicitly listed, Overtime unless explicitly stated, Asbestos removal, Protection for hazardous chemicals, X-raying of floors and walls, Structural engineering fees, integrity of roof loading, Floor cutting, Concrete work, Ceiling tile & grid removal & installation, Utility charges, Site utilities, Temporary utilities, Architectural louvers, Gas meters, Fire alarm systems, Sprinklers.

City Of Waterbury

Re: State Street School
HVAC Improvements
Waterbury, CT
RFP #8117

7/12/2024
Revised 7/24/24

Attention: Mr. Kevin McCaffery

We Propose Hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: **As listed.**

Payment to be made as follows: **Progressive payments, balance upon completion. Mobilization deposit of 10%.**

All materials are guaranteed to be as specified and/or as approved equal. Also work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All schedules are contingent upon freedom from strikes, accidents, acts of God, or delays, which are beyond our control. Owner shall carry fire, tornado and other necessary insurance.

Submitted by: Don Jillson

Don Jillson - For: Sarracco Mechanical Services, Inc.

NOTE: This proposal may be withdrawn by us if not accepted within **Ten (10) Days.**

Terms: Invoices Are Due Upon Receipt.

In the event the undersigned purchaser fails to make payment, then the undersigned purchaser agrees to pay all costs of collection, including reasonable attorney's fees, incurred in any action brought to collect said payment. The undersigned purchaser further agrees to pay carrying charges at the rate of 1-1/2% per month (18% per annum) on the unpaid balance, from the due date.

Acceptance of Proposal:
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature(s): _____
Authorized Signature

_____
Print Name

_____
Company Name

_____
Date

REVISED 06/28/2024

ATTACHMENT E
PRICING PROPOSAL

State Street School HVAC Replacement

RFP#8117

1. General Conditions	$	$20,000.00
2. Demolition	$	$25,000.00
3. Concrete	$	0
4. Structural Steel / Misc. Metals	$	$61,100.00
5. Spray Applied Fireproofing Patching	$	0
6. Firestopping	$	0
7. Roofing	$	$68,000.00
8. DXC-1 for AHU-1 (Equipment Cost Only)	$	
9. DOAS-1 (Equipment Cost Only)	$	
10. DOAS-2 (Equipment Cost Only)	$	$454,800.00
11. DOAS-3 (Equipment Cost Only)	$	
12. ACCU-3 (Equipment Cost Only)	$	
13. Heating, Ventilation and Cooling Misc. Materials	$	$145,800.00
14. Heating, Ventilation and Cooling Labor	$	$108,000.00
15. Controls		$87,500.00
16. Electrical	$	$115,600.00
17. Fire Alarm	$	0
GRAND TOTAL	**$**	$1,085,000.00
Hourly Rates		
Laborer	$	$130.00 /Hour
Sheet Metal	$	$130.00 /Hour
Pipe Fitter	$	$130.00 /Hour
Controls Tech	$	$185.00 /Hour
Electrician	$	$130.00 /Hour
ADDENDUM #1 Unit Rate for Conductors		
Base proposal shall include new conductors as per note #3 and #5 on E-302. Provide credit value for reusing existing feeders, including conduit, wire, labor, equipment, etc.	$	/linear foot Overall $40,000.00

Estimated Lead Time for Major Equipment: (how many weeks)

_____

_10-12 Weeks _____

_____

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount as determined by the City shall govern in determining the TOTAL PROPOSAL PRICE.

The undersigned also agrees that the quantities indicated are for Proposal comparison purposes only and are not represented to be actual quantities for completion of the Work.

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.

06-0935943

Social Security Number or Federal Identification Number

Company Name

Signature of Individual or Corporate Name

Corporate Officer (if applicable)

SARRACCO
Mechanical Services, INC.
Affirmative Action | Equal Opportunity Employer

July 24, 2024

RFP # 8117 State Street Interview Follow up Questions Answered

1) Please advise on the availability of the specified R410A Refrigerant and if there are any manufacturer's concerns with equipment availability given the discussion regarding anticipated R41 0A phase out. Will this have any impact on equipment lead time and/or cost?
Answer: No change in actual equipment cost for new equipment using R-32. However, a directly related additional cost of replacing all new equipment feeders and upsizing breakers will have to take place. This would require replacement of the existing conduit as it would no longer be large enough to accommodate the larger wire. Rough estimate would be additional $250,000.00 in electrical work. As for lead times, the RTUs are still 10-12 weeks for the R410a models – final order date is still a moving target but has been pushed out to 9/6. Only 275 units remain, and none are reserved for WTBY. If the current deadline of September 6 is missed there is a 30-week lead time from start date of October

2) The Keyed note #1 and #2 on E-102 says to verify that a receptacle is within 25 ft of the equipment, if one does not exist provide a GFCI receptacle. Please confirm if the proposal submitted includes providing a new receptacle at these locations.
Answer: Included

3) You noted in the interview that your proposal does not include prime contractor supervision when subcontracted work is ongoing, i.e. supplemental steel installation. This is not in compliance with the RFP. Please revise your proposal to always include supervision from Sarracco when work under this contract would be performed. `
Answer: We will add coverage at no additional cost

4) Please confirm you will send in submittals for review for the DOAS units upon receipt of a letter of award if you are the successful candidate.
Answer: Confirmed

- *Since 1975* –
61 Mattatuck Heights Road Waterbury CT 06705 □ (203) 353-1136 □ FAX (203) 328-7937 □ Email: service@sarracco.com

CT LIC. No's ● S1 391019 ● P1 290616 ● E1 181230 ● F1 0891

ATTACHMENT B

CONSTRUCTION CONTRACTS - 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 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 (Non-Procurement), 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.
   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 based on race, color, or national origin under programs or activities receiving federal financial assistance.

   1.10 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 based on race, color, religion, national origin, sex, familial status or disability.

1.11 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance.

1.12 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 based on age in programs or activities receiving federal financial assistance.

1.13 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

1.14 The contractor, its subcontractors and assigns, shall comply with following assurances:

1.14.1 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.

1.14.2 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.

1.14.3 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.

1.14.4 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.

1.15 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.

1.16 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.

1.17 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

1.18 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.

1.19 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

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

July 29, 2024

Sarracco Mechanical Services, Inc.
61 Mattatuck Heights
Waterbury, Connecticut 06705

Attn: **Jamie Sarracco, President**

Subject:
Construction Contract for HVAC Replacement at State Street School between City of Waterbury and Sarracco Mechanical Services, Inc. In reference to RFP 8117 - **Notice to Proceed**

Dear Mr. Sarracco,

On behalf of the City of Waterbury, please consider this your Notice to Proceed for the above-referenced Project. This Notice to Proceed date shall be _____.

Final Completion of the Project shall be by **February 28, 2025**, and includes the following Milestones:

A. Project Milestone #1: Substantial Completion. The Contractor shall Substantially Complete all work and services required under this Contract by Project Milestone #1, the Project Milestone #1 date is **January 31, 2025**; and

B. Project Milestone # 2: Final Completion: The contractor shall reach Final Completion Project Milestone #2, the Project Milestone #2 date is **February 28, 2025**.

Sincerely,

_____
Nicholas Albini, Chief Operating Officer, Department of Education, City of Waterbury

ACCEPTANCE OF NOTICE TO PROCEED
Receipt of the above NOTICE TO PROCEED

By: _____ Jamie Sarracco _____ Dated: 7/28/24
(Signature) / Printed Name - Title
President

CC: Michael LeBlanc, Finance Director, City of Waterbury
Dave Heavener, KBE - City of Waterbury ARPA/ESSER Projects Program Manager

#19

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, August 1, 2024**
BOARD MEETING: **Thursday, August 15, 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
M. Rocco	W.Cross gym, café: Sat.,, Sept. 7th 11:30am – 4:30pm (Back to School Social) W. Cross gym: Friday, Dec. 13th 5-8 pm (set-up) and Saturday, Dec. 14th 7:30am – 2:00 pm (PTO Holiday Craft Fair)
V. Harris	Crosby media center: Thursday, Aug. 22nd 8:00am – 3:00pm (District Social Studies professional Development)

Book

SCHOOL PERSONNEL USE ONLY

DATE: 7-17-24

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 Loop

DATES REQUESTED: Saturday, September 7,2024 11:30 a.m. to 4:30 p.m.

FOR THE FOLLOWING PURPOSES:

W. Cross Back to School Social – 1:00 3:30PM

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.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 7-16-24

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: Friday, December 13, 2024 5:00PM - 8:00PM
& Saturday, December 14,2024 7:30AM - 2:00PM

FOR THE FOLLOWING PURPOSES:

PTO Holiday Craft Fair event is from 9:00AM -1:00 PM
(7:30 -9 & 1-2:00PM is time for set up and 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.

SCHOOL PERSONNEL USE ONLY

DATE: July 22, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Veda Harris, K-12 Social Studies Supervisor

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Crosby High School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

☒ Media Center

DATES REQUESTED: August 22,2024

FROM: 8:00 AM am/pm TO: 3:00 PM am/pm

FOR THE FOLLOWING PURPOSES:

District Social Studies professional learning.

Veda Harris

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.

#20

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, August 1, 2024**
BOARD MEETING: **Thursday, August 15, 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	
REQUESTING WAIVERS:		
Town Plot Sports Assoc. D. Cronin	Duggan gym: Saturdays & Sundays 9/14/24 – 3/9/25 8:30 am to 1:00 pm	($11,550.)
GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:		
Gilmartin Community Club R. Barry	Gilmartin café: August 2024 thru July, 2025 3rd Tuesday each month 7:00 – 9:00 pm	

MONEY COLLECTED TO DATE: **$ 17,472.00**

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 DENNIS CRONIN NAME OF ORGANIZATION TOWN PLOT SPORTS

ADDRESS 4 HUNTINGDON RL. WTBY CT. 06708 TELEPHONE # 203-600-4200
(street) (city) (state) (zip code)

SCHOOL REQUESTED DUGGAN DATES 9/14/24 - 3/9/25 ROOM(S) GYMNASIUM

OPENING TIME 8:30AM CLOSING TIME 1:00 PM PURPOSE BASKETBALL

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20

SIGNATURE OF APPLICANT Dennis Cronin DATE 7/12/24

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

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. NC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR. SERVICE ($11,550.-)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

SATURDAYS & SUNDAYS 9/14/24 - 3/9/25

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 Application for Building Permit)

APPLICANT/ORGANIZATION: TOWN PLOT SPORTS

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: DUGGAN / GYMNASIU

DATE(S): SATURDAYS 9/14/24 - 3/8/25 TIMES: 8:30 AM - 1:00 PM.

DATE(S): SUNDAYS 9/15/24 - 3/9/25 TIMES: 8:30 AM - 1:00 PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

7/12/24
Date

Dennis C. Cronin
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 1,550.- 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

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 Gilmartin Community Club

ADDRESS 109 Long Meadow Drive 06706 TELEPHONE # 755-1652
(street) (city) (state) (zip code)

SCHOOL REQUESTED Gilmartin DATES See ATTACHED 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 7-25-24

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

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 DEPARTMENT 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.

3RD Tuesday each month

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

GILMARTIN COMMUNITY CLUB

MONTHLY MEETINGS AT GILMARTIN SCHOOL CAFÉ

3RD TUESDAY EACH MONTH 7:00 – 9:00 PM

2024 - 2025

AUGUST 20TH

SEPTEMBER 17TH

OCTOBER 15TH

NOVEMBER 19TH

DECEMBER 17TH

JANUARY 21ST

FEBRUARY 18TH (LINCOLN'S BIRTHDAY HOLIDAY-NO SCHOOL)

MARCH 18TH

APRIL 15TH

MAY 20TH

JUNE 17TH

JULY 15TH



COMMUNICATIONS



July 10, 2024 through
July 30, 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 25, 2024

Alan Grant, Jr.
9 Sprague St.
Waterbury, CT 06704

Dear Mr. Grant, Jr.:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240796) at $17.90 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for ~~Thursday~~ Monday, 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 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

June 27, 2024

Frederick Catalani, Jr.
15 Greystone Rd.
Waterbury, CT 06704

Dear Mr. Catalani, Jr.:

Your name is being certified to the Department of Education – School Inspector's Office for the position of School Buildings and Grounds Supervisor (Req. #20240863) at $36.47 per hour.

Your official start date in this position will be July 4, 2024.

Please contact Michal Konopka, School Inspector at (203) 574-8000 x 11221 with any questions you may have in regards to this position.

Also, please contact Erica Lopez, Human Resources Assistant at (203) 574-6761 regarding additional paperwork that needs to be filled out.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

June 27, 2024

Glorymar Lopez
1740 Meriden Rd., Apt. 1
Waterbury, CT 06705

Dear Ms. Lopez:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240683) at $17.48 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, August 29, 2024 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 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 26, 2024 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

NW/sd
cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
file

From:	Teresa Fortenberry
To:	LaToya Ireland; Margaret O"Brien; adegirolamo@waterburyct.org; Carrie Swain; dlepore@waterburyct.org; ELIZABETH BROWN; Hector Navarro; Jacqueline Jackson; Joseph Geary; JUANITA HERNANDEZ; jmancini@waterburyct.org; jmcgrath@waterburyct.org; Jennifer Rose; kstanco@waterburyct.org; MELISSA SERRANO ADORNO; nguillermo@waterburyct.org; Paul Pernerewski; Rocco Orso; Steffi Frias; THOMAS VAN STONE SR.
Subject:	Remove the Overly Strict Dress Code in Waterbury Schools.
Date:	Thursday, July 11, 2024 3:01:09 AM

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.

Hello Mayor Pernerewski and members of the Board of Education, my name is Teresa Fortenberry and I alongside multiple other parents of children in the Waterbury district are extremely upset with the overly strict dress code enforced in Waterbury schools. This policy has done nothing to help our students other than make them feel uncomfortable in their own skin and insecure about the way they look. This policy was enforced to stop bullying and to promote a formal environment, expect bullying hasn't gotten any better since the policy was enforced, and in fact it's only gotten worse. Multiple parents and teachers have confessed that they've noticed bullying becoming worse and worse as the years pass, and it has nothing to do with clothes but rather behavioral problems. As for making school a formal environment, it's not, school is a place where students should be able to be comfortable to learn and make mistakes. I'm not saying that we should let students wear inappropriate revealing clothing, but i'm saying we need to tone down the strict dress code. Numerous students have reported being uncomfortable in the collared shirts and khaki pants, If we want students to be successful and learn properly, they need to be comfortable. Also, parents are spending over 200+ dollars on school uniforms every year, most parents in Waterbury are working at least two jobs and are trying to provide for their children, they shouldn't have to waste 200$ on clothes students will only wear once. We need to let students express themselves, students are miserable with the policies enforced in Waterbury and the biggest one is dress code. There are 18,000 students in this district, 18,000 parents waste 200$ a year. I genuinely hope you consider updating the dress code in Waterbury schools.

Thank you,
Teresa Fortenberry

Dr. Verna D. Ruffin

TO:

President Juanita P. Hernandez

Vice President Elizabeth C. Brown

Secretary Melissa Serrano-Adorno

Commissioner Hector Navarro

Commissioner Rocco F. Orso

Commissioner Jacqueline Jackson

Commissioner LaToya R. Ireland

Commissioner Margaret A. O'Brian

Commissioner Steffi Frias

Commissioner Thomas Van Stone, Sr.

July 11, 2024

As I reflect on the last several years, I wanted to express my profound gratitude to you Commissioners individually, and collectively as I am exceedingly proud of the work we've accomplished together. While the district and the board have expressed their pleasure with the creation and implementation of the Academic Academy, Early College High School, and Roberto Clemente International Dual Language School, our efforts extended far beyond these exemplary examples.

When I was appointed by the Board of Education and began my tenure in July 2018, our first year together brought significant improvement in student achievement. We collaboratively created the Portrait of a Graduate, inclusive of our community, staff, students, and parents. Soon after, the world experienced a pandemic that challenged the very fabric of our existence, not just in the context of schools, but as a nation. With your support and the hard work of teachers, administrators, central office staff, support staff, and others, we navigated one of the most turbulent times, impacting the health and well-being of the entire Waterbury, Connecticut community.

We transitioned from closed schools and no instruction to implementing a rigorous plan for one-to-one technology. However, technology alone was not enough. Taking care of people during the pandemic remained our focus while we aggressively addressed teaching and learning to execute virtual learning. We may not have been experts in this new mode of instruction, but our strong will and perseverance bound us together, allowing us to create a plan to move our students forward by supporting our teachers and equipping them with the necessary tools to navigate uncharted territory. We did this as a team.

Despite the pandemic, severe teacher and staff shortages, and a heightened awareness of emotional and mental well-being, we continued to advance. We delivered robust curriculum and instructional materials across all grades, Pre-K through 12th. I am deeply grateful to those who believed in the importance of

curriculum and instruction, the instructional core, teaching and learning, and building solid career pathways for students, not just at select schools, but all schools.

Bravo to the teams behind Waterbury U, Virtual Academy, a comprehensive menu of social and emotional well-being services for our students and families, EducatorsRising, internships, career pathways, and STEM programs. Recognizing the importance and value of fine arts and athletics is essential for the advancement of children worldwide. I am proud that Waterbury Public Schools values the arts, investing in music, performance, art, expanding accessibility to boys' and girls' athletics, and a continuum of 21st-century options for all children. We established partnerships with colleges and universities, community members, and organizations, and Waterbury Promise--all committed to supporting our mission. I am proud of Waterbury Public Schools' status with the state Department of Education, the State Board of Education, and other entities in and outside of Connecticut. We achieved this together.

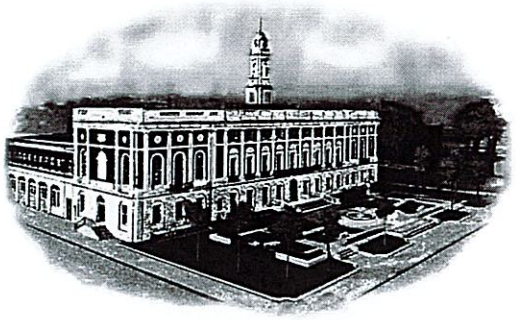
As I move to my next chapter, I wanted to express my profound gratitude to you Commissioners individually, and collectively as you continue to do what's best for all children. Your confidence in me is deeply appreciated and I will forever be grateful to you to the teachers, the principals and administrators as well as the central office team, the parents, students and community. I will especially miss the students and wish them continued success as they dare to dream big and never lose sight of their goals. Thank you for this remarkable time together as Superintendent in Waterbury Public Schools.

Sincerely,

Verna D. Ruffin

Dr. Verna D. Ruffin

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

July 15th, 2024

The Hon. Charlene M. Russell-Tucker
Commissioner
Connecticut Department of Education
450 Columbus Boulevard
Hartford, CT 06103

Dear Commissioner Russell-Tucker:

This letter serves as notification that the Board of Education did not renew the contract of Dr. Verna D. Ruffin as Superintendent of Waterbury Public Schools and said contract expired on July 8th, 2024. Deputy Superintendent Dr. Darren Schwartz has assumed the responsibility for management of the school system, as provided for in his job specification. Dr. Schwartz resides at 530 Country Club Road in Waterbury and possesses a Superintendent of Schools Certification (093) as well as a Doctorate in Education. The Board of Education anticipates appointing an interim superintendent pursuant to C.G.S. 10-157 in the near future. Once that occurs, the Board of Education will seek approval from you for such appointment, pursuant to C.G.S. 10-157 and 10-226.

Thank you for your attention in this matter.

Sincerely,

Paul K. Pernerewski, Jr.
Chairman *ex-officio*
Waterbury Board of Education

C.C. Juanita Hernandez, President
Carrie Swain, Clerk

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 15, 2024

Drewena Knighton
19 Park Place, Apt. 1W
Naugatuck, CT 06770

Dear Ms. Knighton:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20240587) at $26.62 per hour.

Your official start date in this position will be August 26, 2024.

Please contact Wendy Johns, Director of Pupil Services at (203) 346-3505 ext. 11181 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Supt. of Schools
Wendy Johns, Director of Pupil Serv
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 15, 2024

Maria Rivera Rodriguez
50 Robert St.
Waterbury, CT 06710

Dear Ms. Rivera Rodriguez:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20240339) at $20.76 per hour.

Your official start date in this position will be August 26, 2024.

Please contact Wendy Johns, Director of Pupil Services at (203) 346-3505 ext. 11181 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Supt. of Schools
Wendy Johns, Director of Pupil Serv
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 15, 2024

Leannie Lebron
137 Martone St.
Waterbury, CT 06708

Dear Ms. Lebron:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20240929) at $20.76 per hour.

Your official start date in this position will be August 26, 2024.

Please contact Wendy Johns, Director of Pupil Services at (203) 346-3505 ext. 11181 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Supt. of Schools
Wendy Johns, Director of Pupil Serv
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 15, 2024

Haleigh Martin
87 Edison Ave.
Waterbury, CT 06705

Dear Ms. Martin:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20240581) at $20.76 per hour.

Your official start date in this position will be August 26, 2024.

Please contact Wendy Johns, Director of Pupil Services at (203) 346-3505 ext. 11181 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Supt. of Schools
Wendy Johns, Director of Pupil Serv
File

From: JUANITA HERNANDEZ
To: 1 Board of Ed; JUANITA HERNANDEZ
Subject: FW: Kennedy High School Marching band budget proposal.
Date: Friday, July 19, 2024 6:25:32 AM
Attachments: John F. Kennedy H.S. Marching Eagles Proposal.pdf

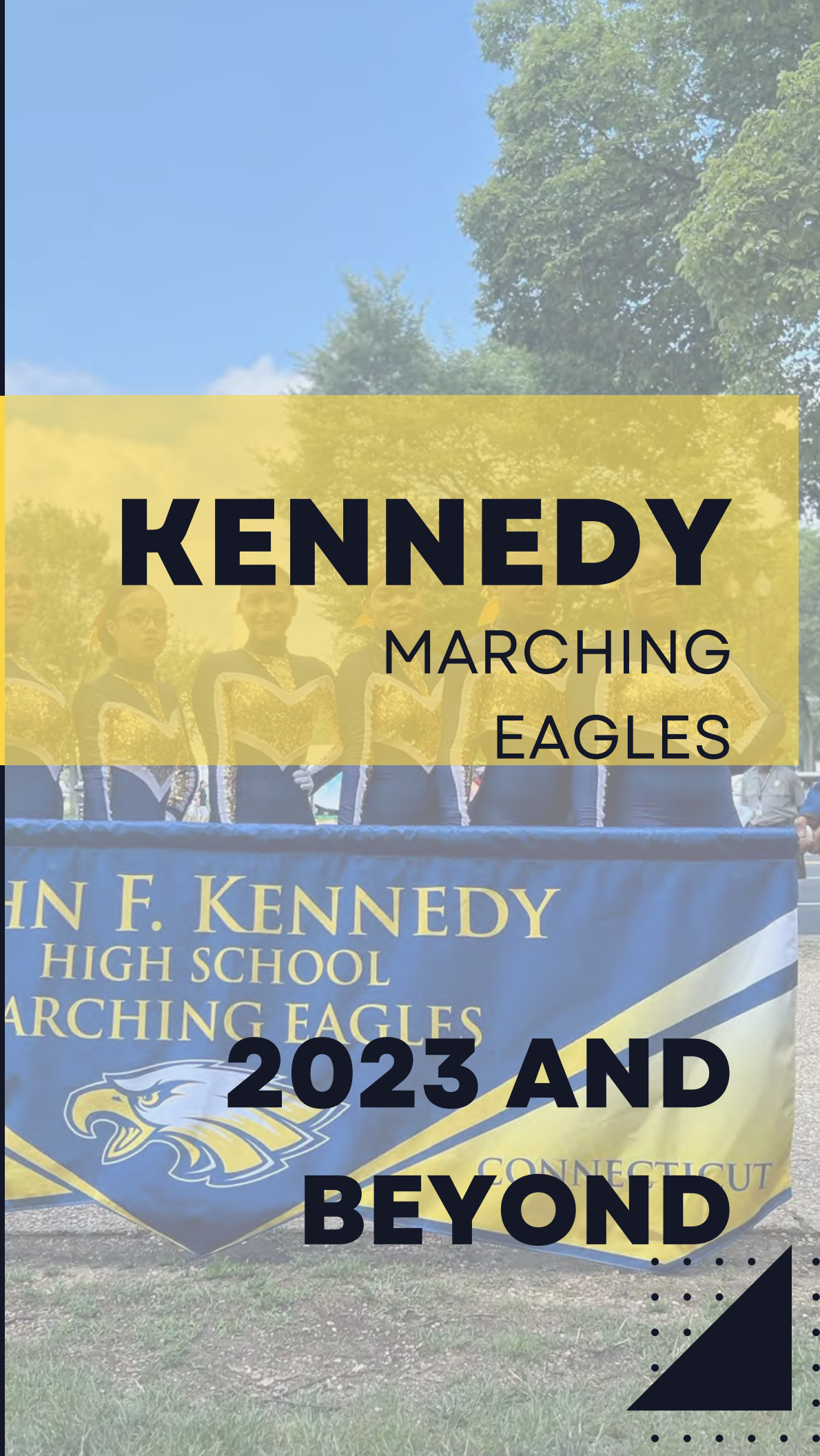
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Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone

-------- Original message --------
From: Alicia Keller <ak105023@student.waterbury.k12.ct.us>
Date: 7/18/24 6:22 PM (GMT-05:00)
To: JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>
Subject: Kennedy High School Marching band budget proposal.

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.

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.



KENNEDY

MARCHING EAGLES

2023 AND BEYOND

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28 Statewide Stipend Comparison

Our Program



The Kennedy Marching Eagles have just completed their journey to march in the national Independence Day Parade in Washington D.C. The marching band consisted of 65 musicians, 10 Dancers and 10 color guard. The band program is experiencing growth year after year following the pandemic and for the first time in program history are seeking to expand the marching program due to great success in D.C.

Recent Accomplishments

The band program has three separate level band ensembles during the day. In addition, we offer percussion ensemble courses and jazz ensemble as an extracurricular offering. The band has performed at many local district events and parades. The program has just completed participation in the National Independence Day Parade in Washington ton D.C. in November they have been invited to march in the Stamford Thanksgiving Parade in Stamford, CT. The band also attended two competitive events this fall earning 1st place at Naugatuck and receiving an “Excellent” rating at US Bands New England Championships in Performance Class. In October, The band was awarded the Waterbury Neighborhood Youth Achievement Award.





Many students will be competing for participation in the CMEA Southern Regionals Music Festivals for the first time in years.

AWARDS



MISSION AND VISION

Our marching program's core values play a crucial role in our development as a program.

MISSION

Empowering Waterbury youth through the arts, our inner city marching band program fosters discipline, creativity, and community engagement while nurturing social and emotional well-being. We are dedicated to providing a transformative experience that equips students with the skills, confidence, and resilience to succeed both on and off the field.

VISION

Our vision is to cultivate a vibrant community where urban youth thrive academically, socially, and emotionally through the power of visual and performing arts. We aim to secure funding to enable our program to perform competitively annually, supported by dedicated staff, while providing a safe extra-curricular environment that protects and engages youth. Specifically, we seek funding to offer comprehensive instruction in dance, colorguard, marching, and visual arts, empowering students to excel in these disciplines and leave a lasting impact on their communities.

Coaching Staff in DC

The marching eagles staff consisted of 6 coaching positions: Marching, Colorguard, Dance, Percussion, Woodwind and Brass Coach.



The Parade in DC July 4th 2023









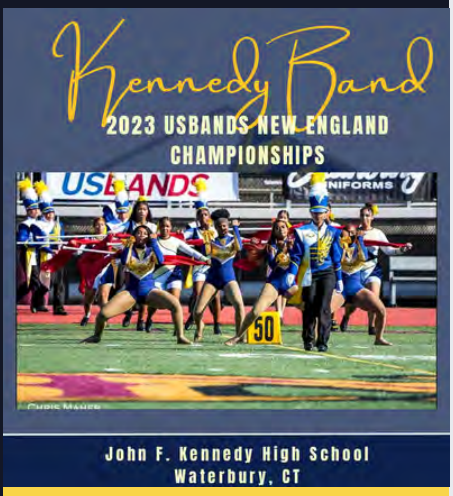




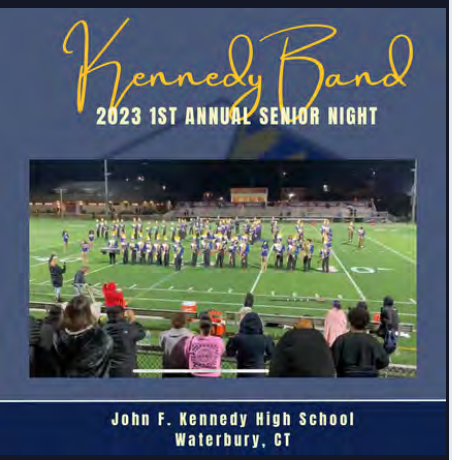


FALL 2023- building off of D.C.

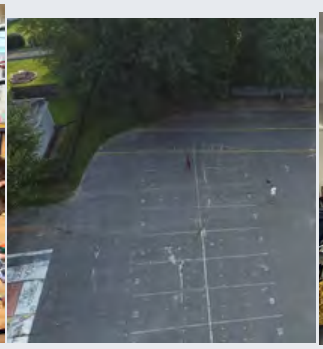








2 Week Band Camp in August from 2-5pm. . August 14-18 and 21-25 to learn music, and Drill.


Parades

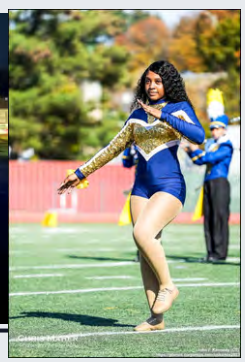




Football Games




Performances, Student Leadership Recognition


Goals for 2024-2025

The band is looking for continued staff support in fall Home Football Games during halftimes and in the stands.







Aquire funding for staff, transportation, show design and props.

Hire Staff and begin planning for the summer. Purchase a show, drill and choreography.

2 weeks of band camp in August

3 parades, 6 competitions and 4 football games plus one National Championship trip to New Jersey

GOALS FOR THE QUARTER

Season Transportation Overview

Event	Type	Date	No. Busses	Event start	Total
The Gathering Parade	Parade	9/14	2	12	
Mark T.Sheehan Wallingford, CT	Competition	9/21	2	3pm	
Rocky Hill Rocky Hill, CT	Competition	9/28	2	6pm	
Cheshire Cheshire, CT	Competition	10/5	2	6pm	
Naugatuck Naugatuck, HS	Competition	10/12	2	6pm	
Southington Southington, CT	Competition	10/19	2	3pm	
STATE CHAMPIONSHIPS	Competition	11/1	2	TBD	
NATIONAL CHAMPIONSHIPS	Competition	11/9	2	TBD	**$6,675**
Stamford Balloon Parade	Parade	11/19	2	Noon	$2000
Band camp	Rehearsals				
Estimated Total					

BAND CAMP TRANSPORTATION REQUEST

During the summer, many students face issues with transportation to and from school. Request for 1 bus for pick up and drop off of students. Band camp 2-5 PM

2024 Season Calendar:

PROPOSED TIMELINE

2024 August

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
			1	2	3	4
5	6	7	8	9	10	11
12 Band Camp 2-5	13 Band Camp 2-5	14 Band Camp 2-5	15 Band Camp 2-5	16 Band Camp 2-5	17	18
19 Band Camp 2-5	20 Band Camp 2-5	21 Band Camp 2-5	22 Band Camp 2-5	23 Band Camp 2-5	24	25
26	27	28 First Day of School	29 Marching Rehearsal 2-5	30	31	

2024 September

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 Marching Rehearsal 2-5	4	5 Marching Rehearsal 2-5	6	7 Mini Camp 10-2
8	9	10 Marching Rehearsal 2-5	11	12 Marching Rehearsal 2-5	13	14 The Gathering Parade
15	16	17 Marching Rehearsal 2-5	18	19 Marching Rehearsal 2-5	20 Away Game Holy Cross	21 Mark T.Sheehan Wallingford, CT
22	23	24 Marching Rehearsal 2-5	25	26 Marching Rehearsal 2-5	27 Away Game Oxford	28 Rocky Hill Rocky Hill, CT
29	30					

Calendar:

2024 October

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Marching Rehearsal 2-5	2	3 Marching Rehearsal 2-5	4	5 Cheshire Cheshire, CT
6	7	8 Marching Rehearsal 2-5	9	10 Marching Rehearsal 2-5	11	12 Naugatuck Naugatuck, CT
13	14	15 Marching Rehearsal 2-5	16	17 Marching Rehearsal 2-5	18 Away Game Derby	19 Southington Southington, CT
20	21	22 Marching Rehearsal 2-5	23	24 Marching Rehearsal 2-5	25	26
27	28	29	30	31		

2024 November

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 Away Game Wilby	2 State Championships
3	4	5 Marching Rehearsal 2-5	6	7 Marching Rehearsal 2-5	8 National Championships	9 National Championships
10 National Championships	11	12 Marching Rehearsal 2-5	13	14 Marching Rehearsal 2-5	15	16
17 Stamford Balloon Parade	18	19	20	21	22	23
24	25	26	27	28	29	30

PROPOSED CALENDAR



SEEKING TO ACQUIRE FUNDING FOR MARCHING EAGLES STAFF

Staff Request

- Organizes rehearsals and coordinates instruction
- Provides guidance and leadership to students
- Offers expertise in music, drill design, and visual effects
- Ensures performances are polished and synchronized
- Fosters a positive and cohesive team environment
- Motivates students to excel individually and collectively

BAND DIRECTOR
Leader
$6500

ASSISTANT DIRECTOR
Co-Leader
$5264

COLORGUARD INSTRUCTOR
Staff
$5264

DANCE INSTRUCTOR
Staff
$5264

DRUMLINE INSTRUCTOR
Staff
$5264

MARCHING INSTRUCTOR
Staff
$5264

WOODWIND INSTRUCTOR
Staff
$2500

BRASS INSTRUCTOR
Staff
$2500

FRONT ENSEMBLE
Staff
$2500

Band Director

Event	Type	Date	Total Hours	Hourly	Start	End	Total
Band Camp #1	Camp	8/12-8/17	25	$33	2PM	5PM	$500
Band camp #2	Camp	8/19-8/23	25	$33	2PM	5PM	$500
Marching Rehearsal	Rehearsal	8/29	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/3	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/5	3	$33	2PM	5PM	$100
Mini Camp	Camp	9/7	5	$33	10AM	2PM	$132
Marching Rehearsal	Rehearsal	9/10	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/12	3	$33	2PM	5PM	$100
The Gathering	Parade #1	9/14	8	$33	10AM	1PM	$100
Marching Rehearsal	Rehearsal	9/17	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/19	3	$33	2PM	5PM	$100
Football Game	Game #1	9/20	3	$33	6PM	9PM	$100
Competition	Competition #1	9/21	5	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	9/24	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/26	3	$33	2PM	5PM	$100
Football Game	Game #2	9/27	3	$33	6PM	9PM	$100
Competition	Competition #2	9/28	4	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	10/1	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	10/3	3	$33	2PM	5PM	$100
Competition	Competition #3	10/5	4	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	10/8	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	10/10	3	$33	2PM	5PM	$100
Competition	Competition #4	10/12	4	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	10/15	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	10/17	3	$33	2PM	5PM	$100
Football Game	Game #3	10/18	3	$33	6PM	9PM	$100
Competition	Competition #5	10/19	4	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	10/22	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	10/24	3	$33	2PM	5PM	$100
Competition #6	Competition #6	11/2	4	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	11/5	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	11/7	3	$33	2PM	5PM	$100
National Championships	Competition #7	11/8-11/10	8	$33	2PM	5PM	$264
Stamford Balloon Parade	Parade #2	11/17	8	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	4/24	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	5/1	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	5/8	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	5/15	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	5/22	3	$33	2PM	5PM	$100
Memorial Day	Parade #3	5/?	8	$33	2PM	5PM	$132
Estimated Total			193				$6500

Assistant Band Director,Colorguard Coach, Dance Coach, Drumline Coach, Marching Coach

Event	Type	Date	Total Hours	Hourly	Start	End	Total
Band Camp #1	Camp	8/12-8/17	15	$33	2PM	5PM	$500
Band camp #2	Camp	8/19-8/23	15	$33	2PM	5PM	$500
Marching Rehearsal	Rehearsal	8/29	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/3	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/5	3	$33	2PM	5PM	$100
Mini Camp	Camp	9/7	4	$33	10AM	2PM	$132
Marching Rehearsal	Rehearsal	9/10	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/12	3	$33	2PM	5PM	$100
The Gathering	Parade #1	9/14	3	$33	10AM	1PM	$100
Marching Rehearsal	Rehearsal	9/17	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/19	3	$33	2PM	5PM	$100
Football Game	Game #1	9/20	3	$33	6PM	9PM	$100
Competition	Competition #1	9/21	4	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	9/24	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/26	3	$33	2PM	5PM	$100
Football Game	Game #2	9/27	3	$33	6PM	9PM	$100
Competition	Competition #2	9/28	4	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	10/1	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	10/3	3	$33	2PM	5PM	$100
Competition	Competition #3	10/5	4	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	10/8	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	10/10	3	$33	2PM	5PM	$100
Competition	Competition #4	10/12	4	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	10/15	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	10/17	3	$33	2PM	5PM	$100
Football Game	Game #3	10/18	3	$33	6PM	9PM	$100
Competition	Competition #5	10/19	4	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	10/22	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	10/24	3	$33	2PM	5PM	$100
Competition #6	Competition #6	11/2	4	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	11/5	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	11/7	3	$33	2PM	5PM	$100
National Championships	Competition #7	11/8-11/10	8	$33	2PM	5PM	$264
Stamford Balloon Parade	Parade #2	11/17	4	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	4/24	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	5/1	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	5/8	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	5/15	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	5/22	3	$33	2PM	5PM	$100
Memorial Day	Parade #3	5/?	4	$33	2PM	5PM	$132
Estimated Total			158				$5252

Woodwind Coach, Brass Instructor, Front Ensemble Instructor

Event	Type	Date	Total Hours	Hourly	Start	End	Total
Band Camp #1	Camp	8/12-8/17	11	$33	2PM	5PM	$500
Band camp #2	Camp	8/19-8/23	11	$33	2PM	5PM	$500
Marching Rehearsal	Rehearsal	8/29	3	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/3	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/5	2	$33	2PM	5PM	$100
Mini Camp	Camp	9/7	2	$33	10AM	2PM	$132
Marching Rehearsal	Rehearsal	9/10	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/12	2	$33	2PM	5PM	$100
The Gathering	Parade #1	9/14	0	$33	10AM	1PM	$100
Marching Rehearsal	Rehearsal	9/17	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/19	2	$33	2PM	5PM	$100
Football Game	Game #1	9/20	0	$33	6PM	9PM	$100
Competition	Competition #1	9/21	2	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	9/24	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	9/26	2	$33	2PM	5PM	$100
Football Game	Game #2	9/27	0	$33	6PM	9PM	$100
Competition	Competition #2	9/28	0	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	10/1	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	10/3	2	$33	2PM	5PM	$100
Competition	Competition #3	10/5	0	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	10/8	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	10/10	2	$33	2PM	5PM	$100
Competition	Competition #4	10/12	0	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	10/15	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	10/17	2	$33	2PM	5PM	$100
Football Game	Game #3	10/18	0	$33	6PM	9PM	$100
Competition	Competition #5	10/19	0	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	10/22	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	10/24	2	$33	2PM	5PM	$100
Competition #6	Competition #6	11/2	0	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	11/5	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	11/7	2	$33	2PM	5PM	$100
National Championships	Competition #7	11/8-11/10	0	$33	2PM	5PM	$264
Stamford Balloon Parade	Parade #2	11/17	0	$33	2PM	5PM	$132
Marching Rehearsal	Rehearsal	4/24	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	5/1	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	5/8	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	5/15	2	$33	2PM	5PM	$100
Marching Rehearsal	Rehearsal	5/22	2	$33	2PM	5PM	$100
Memorial Day	Parade #3	5/?	0	$33	2PM	5PM	$132
Estimated Total			75				**$2500**

Assistant Band Director Description And Duties

Position Title: Assistant Band Director









We are seeking a highly skilled Assistant Band Instructor work closely with the Band Director to plan rehearsals, provide personalized instruction, and contribute to the overall excellence of our ensemble. Their responsibilities will include assisting with show design, choreography, and equipment maintenance, all while fostering a supportive and inspiring learning environment for our students.

Duties include:

1. Assist with Rehearsals: Work alongside the Head Marching Band Instructor to plan and conduct rehearsals, focusing on music performance, marching technique, and overall ensemble cohesion.
2. Instructional Support: Provide individual and group instruction to marching band members, offering guidance on musicality, instrument technique, and marching fundamentals.
3. Show Design and Choreography: Collaborate with the instructional team to develop innovative show designs and choreography that showcase the talents of the marching band.
4. Equipment Maintenance: Assist in the maintenance and organization of marching band equipment, including instruments, uniforms, props, and other materials.
5. Student Support: Serve as a mentor and role model for marching band members, fostering a positive and supportive learning environment that promotes growth and development.
6. Performance Preparation: Prepare marching band members for performances, competitions, and other events, ensuring they are well-rehearsed and confident in their abilities.
7. Administrative Tasks: Assist with administrative duties as needed, such as attendance tracking, communication with students and parents, and logistical planning for rehearsals and performances.
8. Professional Development: Stay current with trends and best practices in marching band instruction through professional development opportunities, workshops, and conferences.

Band Director Description And Duties

Position Title: Band Director

The Band Director will lead the marching band program, overseeing all aspects of musical and visual performance, show design, and student development. The band director will possess strong leadership skills, a passion for music education, and the ability to inspire excellence both on and off the field.









Duties include:

1. Direct all aspects of the marching band program, including musical rehearsals, visual performances, and show design.
2. Provide leadership and guidance to marching band members, fostering a positive and supportive learning environment.
3. Collaborate with instructional staff to develop innovative show designs that showcase the talents of the ensemble.
4. Coordinate logistical aspects of the program, including scheduling rehearsals, performances, and travel arrangements.
5. Mentor and support students in their musical and personal development, instilling a passion for excellence and teamwork.
6. Represent the marching band program at competitions, festivals, and other events, promoting a culture of musical excellence and sportsmanship.











Dance Coach Description And Duties

Position Title: Dance Coach

We are seeking a Dance Coach to join our marching band program, where they will choreograph visually stunning routines, provide personalized instruction, and support the overall artistic vision of our performances. Ideal candidates will have a background in dance, a passion for creativity, and the ability to inspire students to reach their full potential as performers. If you're ready to make a meaningful impact on our ensemble's success, apply now to join our dynamic team!

Duties include:

1. Choreograph visually captivating dance routines to complement the marching band's performances.
2. Provide individualized dance instruction to marching band members, ensuring proper technique and synchronization.
3. Collaborate with the music and visual instructional team to integrate dance elements seamlessly into show designs.
4. Support students in mastering choreography, fostering a positive and encouraging learning environment.
5. Assist with costume selection and coordination to enhance the visual appeal of performances.
6. Attend rehearsals, performances, and competitions to provide guidance and feedback on dance performance.
7. Maintain open communication with students, parents, and fellow staff members to ensure alignment and cohesion within the program's artistic vision.

Drumline Coach Description And Duties











Position Title: Drumline Coach

We are seeking a proficient Drumline Coach to elevate our percussion section by honing marching percussion technique, refining intricate rudimental technique, enriching musicality, and managing percussion equipment to ensure optimal performance. The ideal candidate will demonstrate expertise in marching percussion instruction, a dedication to musical excellence, and the ability to inspire and mentor students.

Duties include:

1. Refine marching percussion techniques, including rudiments, stick control, and ensemble synchronization.
2. Develop and teach complex rhythmic patterns and musical interpretations tailored to marching band performances.
3. Manage percussion equipment, including maintenance, organization, and inventory management.
4. Collaborate with the music instructional team to integrate percussion elements seamlessly into show designs.
5. Provide guidance and feedback to percussionists during rehearsals, performances, and competitions.
6. Foster a supportive and motivating environment to inspire students to excel in their percussion skills.
7. Coordinate with band staff to ensure percussion equipment and instruments are properly utilized and maintained.
8. Stay updated on current trends and techniques in marching percussion instruction through professional development opportunities.

Colorguard Coach Description And Duties

Position Title: Colorguard Instructor









We are seeking a highly skilled Colorguard Instructor to join our team. The ideal candidate will possess extensive expertise in colorguard techniques and choreography, demonstrating proficiency in providing clear and constructive feedback to students. A collaborative and creative mindset is essential, as the candidate will work closely with other staff members to create visually captivating performances. Additionally, the successful candidate must exhibit flexibility in choreographing routines to accommodate various marching styles while maintaining professionalism and promoting a strong sense of teamwork. This role requires a commitment to fostering student growth, motivation, and excellence in performance.

Duties include:

1. Possess proficiency in colorguard techniques and performance
2. Have experience in choreography and routine design
3. Demonstrate strong communication and teaching skills
4. Show ability to provide constructive feedback and support to students
5. Exhibit flexibility and adaptability in working with diverse groups of students
6. Possess creativity and vision in developing visually engaging performances
7. Have a collaborative mindset to work effectively with other staff members
8. Prioritize student growth, motivation, and team building
9. Display professionalism and reliability in fulfilling duties and responsibilities

Marching Coach Description And Duties











Position Title: Marching Coach

We are seeking a Marching Coach to lead our marching band, where they'll develop and implement innovative drills, provide expert guidance on marching technique, and inspire students to achieve excellence on the field. The ideal candidate will possess a strong background in marching band instruction, exceptional communication skills, and a passion for fostering teamwork and musical growth.

Duties include:

- Develop and implement effective drills and exercises to improve marching technique and performance quality.
- Provide expert guidance and feedback to marching band members during rehearsals and performances.
- Collaborate with other staff members to integrate marching movements seamlessly into overall show designs.
- Foster a positive and supportive learning environment, encouraging teamwork and individual growth.
- Ensure adherence to safety protocols and proper equipment usage during rehearsals and performances.
- Attend competitions, festivals, and other events to support and represent the marching band program.
- Assist with logistical planning and coordination of rehearsals, performances, and travel arrangements.- Maintain open communication with students, parents, and fellow staff members to ensure alignment and cohesion within the marching band program.

Woodwind Instructor Description And Duties











Position Title: Woodwind Instructor

We are seeking a Woodwind Instructor to elevate our marching band's woodwind section primarily during camps and rehearsals, providing expert guidance in performance technique and marching fundamentals. Collaborating closely with staff and the Band Director, the ideal candidate will possess a strong background in woodwind instruments, effective communication skills, and a commitment to fostering musical growth and teamwork within the ensemble.

Duties include:

1. Develop and implement effective drills and exercises to improve marching technique and performance quality.
2. Provide expert guidance and feedback to marching band members during rehearsals and performances.
3. Collaborate with other staff members to integrate marching movements seamlessly into overall show designs.
4. Foster a positive and supportive learning environment, encouraging teamwork and individual growth.
5. Ensure adherence to safety protocols and proper equipment usage during rehearsals and performances.
6. Attend competitions, festivals, and other events to support and represent the marching band program.
7. Assist with logistical planning and coordination of rehearsals, performances, and travel arrangements.- Maintain open communication with students, parents, and fellow staff members to ensure alignment and cohesion within the marching band program.

Brass Instructor Description And Duties

Position Title: Brass Instructor

We are seeking a skilled Brass Instructor to primarily enhance our marching band's brass section during rehearsals and camps, providing expert instruction in performance technique and marching fundamentals. Collaborating closely with staff and the Band Director, the ideal candidate will foster a supportive learning environment to inspire musical growth and teamwork among brass players.











Duties include:

1. Provide expert instruction and guidance to the brass section primarily during rehearsals and camps.
2. Collaborate closely with staff and the Band Director to ensure alignment with overall program goals.
3. Focus on enhancing performance technique and marching fundamentals among brass players.
4. Foster a positive and supportive learning environment to promote musical growth and teamwork.
5. Offer feedback and guidance to individual brass players to help them achieve their highest potential.
6. Assist in the development and implementation of show designs that highlight the talents of the brass section.
7. Attend performances, competitions, and events to support and represent the brass section and the marching band program.

Front Ensemble Instructor Description And Duties







Position Title: Front Ensemble Instructor

We are seeking a dedicated Front Ensemble Instructor to elevate our marching band's front ensemble, providing expert guidance in percussion technique, including instruction on mallet, string, and electronic instruments. With a focus on rehearsals and camps, the ideal candidate will collaborate closely with staff and the Band Director to foster a supportive environment where members can excel individually and as a cohesive unit. Join us in shaping a dynamic front ensemble that enhances the overall musicality and impact of our marching band performances.

Duties include:

1. Provide expert instruction and guidance in percussion technique, with a focus on mallet instruments, keyboard instruments, and various percussion instruments.
2. Collaborate closely with staff and the Band Director to align instructional goals with the overall program objectives.
3. Lead rehearsals and camps for the front ensemble, fostering a supportive environment conducive to individual and collective growth.
4. Offer personalized feedback and guidance to front ensemble members to help them develop their skills and reach their full potential.
5. Assist in the coordination and implementation of show designs, ensuring that the front ensemble's contributions enhance the overall musicality of performances.
6. Attend performances, competitions, and events to support and represent the front ensemble and the marching band program.

Yearly Show Expenses

Show Expenses	Cost	Weekly Competition Costs:	Cost	National Championship Costs:	Cost
Field show drill:	$500	Insurance	$500.00	3 Coach Busses	$6,675
Music: (Winds):	$1000	Truck Rental/Gas(equipment hauling)	$1,562.39		
Music: (Percussion - front ensemble and battery)	$1000	Bus Transportation (School Bus)	$4,500.00		
Music Rights:	$500	USBands NE States (fee)	$400		
Guard Flags/Any needed equipment replacement	$1000	USBands Nationals (fee)	$1,150		
Dance uniforms: (price may vary yearly depending on enrollment)	$1250	USBands Membership (fee)	$400		
Props	$500				
Colorguard uniforms: (may vary yearly depending on enrollment)	$1250				
Parking Lot Field Painting	$1000				
	$8000		$8512.39		$6675

Statewide Stipend Comparison

School District	Position	2023 Salary ($)	Contract	DRG
Cheshire	Marching Band Director	7,935		B
Cheshire	Assistant Marching Band Director	3,119		B
Cheshire	Percussion Director	3,119		B
Cheshire	Color Guard Instructor	3,119		B
Cheshire	Drill Designer	3,119		B
New Fairfield HS	Marching Band Director	$3,840	1	B
New Fairfield HS	Assistant Director	$2,560		B
New Fairfield HS	Color Guard	$1,280		B
New Fairfield HS	Drumline	$1,280		B
New Fairfield HS	Visual Coordinator	$1,280		B
Newtown	Marching Band Director	6,737		B
Newtown	Assistant Band Director (Step 1-3)	3,442 - 4,224		B
Trumbull	Marching Band Director	7,495		B
Ellington	Marching Band Director	2,967		C
Ellington	Color Guard Director	990		C
Southington	Band Director (General)	5,953		D
Southington	Band Director (Band Camp)	3,926		D
Southington	Assistant Band Director (General)	3,570		D
Southington	Assistant Band Director (Band Camp)	2,247		D
Wallingford	Band Director	5,157		D
Wallingford	Assistant Band Director (2 per school)	3,054		D
Wallingford	Color Guard Director	1,578		D
Watertown	All City Band Director	1,045		D
Bristol Public Schools	Marching Band Instrumental	$5,082	N/A	G
Hamden High School	Dance Team Director	$5,782	N/A	G
Hamden High School	Assistant Director	$3,825	N/A	G
Naugatuck	Marching Band Director	5,640		G
Naugatuck	Assistant Drill Instructor	2,322		G
Naugatuck	Drill Instructor	4,311		G
Naugatuck	Percussion Instructor	4,311		G
Naugatuck	Assistant Percussion Instructor	2,322		G
Naugatuck	Color Guard Instructor	3,318		G
Norwich PS	N/A	$0	N/A	G
Torrington HS	Band Director	$6,021	1	G
Ansonia HS	Band Director	$4,613	3	H
Danbury Public Schools	Marching Band Director	200 hours (undefined hourly rate)	N/A	H
Derby High School	Band Director	$0	N/A	H
East Hartford High School	Marching Band Director (up to two)	$3,901	4	H
East Hartford High School	Marching Band Marching Show	$659		H

Statewide Stipend Comparison

School District	Position	2023 Salary ($)	Contract	DRG
East Hartford High School	Drill Team / Dance Advisor	$1,422		H
Meriden High School	Band Director	$4,197	5	H
Norwalk	Marching Band Director	5,991		H
Stamford High Schools	Marching Band	$5,376 per semester	6	H
Stamford High Schools	Assistant Band Director	$4,562 per semester		H
Stamford High Schools	Percussion Director	$5,297 annually		H
Stamford High Schools	Color Guard Director	$4,562 per semester		H
Westhaven High School	Band Director	$2,800	7	H
	Dance Director	$1,324		H
Bridgeport	Marching Band Director	2,214		I
New Britain	Marching Band Director	11,100		I
New Britain	Assistant Band Director	3,500		I
New Haven	Band Directors	$5,895	N/A	I
New London HS	Marching Band Director	$1,901	2	I
New London HS	Dance	$1,901		I
New London HS	Assistant Band Director #1	$1,371		I
New London HS	Assistant Band Director #2	$1,371		I
New London HS	Baton Director	$971		I
New London HS	Colorguard Flags Director	$971		I
New London HS	Marching Director	$971		I
Winchester PS	Band Director	NA	N/A	G
Gilbert School	Band Director	NA	N/A	G
Vernon	Band Director	$3,470	3	G
Vernon	Color Guard Director	$1,542	3	G
Vernon	Dance Director	$3,074	3	G
Stratford	Band Director	$3,659	2	G
Stratford	Dance/Drill	$1,600	2	G
Stratford	Marching Band Dir.	$2,973	2	G
Plainfield	Band Director	$4,345	1	G
Plainfield	Winter Guard	$2,174	1	G
Middletown	Colorguard Flags Director	$3,447	4	G
Middletown	Drumiline	$3,447	4	G
Middletown	Dance Fall Advisor	$6,239	4	G
Middletown	Dance Winter Coach	$6,239	4	G
Manchester	NA			
Killingly	Band Director	$8,153	5	G
Killingly	Assistant Band (up to 2)	$3,048	5	G
Groton Public	Marching Band Director	$5,078	2	G
Groton Public	Asst. Director	$2,562	2	G

Statewide Stipend Comparison

School District	Position	2023 Salary ($)	Contract	DRG
East Haven	Band	$7,686	1	G
East Haven	Colorguard	$3,843	1	G
Bloomfield	Band	$4,898	5	G
Bloomfield	Colorguard/Drill Team	$3,414	5	G

STATE OF CONNECTICUT

STATE BOARD OF EDUCATION

July 22, 2024

Mr. Paul K. Pernerewski, Jr.
Waterbury Board of Education
235 Grand Street
Waterbury, CT 06702

Dear Mr. Pernerewski:

The purpose of this letter is to approve the appointment of Dr. David Schwartz effective July 18, 2024, to continue in his role as Deputy Superintendent for the Waterbury Public Schools and assume the responsibilities for management of the school system until an Interim Superintendent is appointed.

Bureau of Educator Standards and Certification records confirm that Dr. Schwartz holds a provisional educator certificate, endorsed for superintendent of schools, which is valid from October 6, 2023, through October 5, 2031. Therefore, Dr. Schwartz may assume all duties of the superintendent until an interim appointment is made.

Pursuant to C.G.S. 10-157 and 10-226, please notify my office once the Waterbury Board of Education has appointed an interim superintendent for my approval.

Best wishes in your interim superintendent search.

Sincerely,

Charlene M. Russell-Tucker
Commissioner of Education

CRT:stv
cc: Dr. Shuana K. Tucker, Chief Talent Officer
Dr. Darren Schwartz, Deputy Superintendent, Waterbury PS
Mrs. Frances Rabinowitz, Executive Director, CAPSS
Teachers Retirement Board

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 24, 2024

Brinna Cruz
63 Everitt St.
Waterbury, CT 06704

Dear Ms. Cruz:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20240580) at $20.76 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 29, 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 22, 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 6months 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
Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file