Board of Education

REGULAR MEETING

Thursday, August 15, 2024 – 5:30 p.m.

Rotella Magnet School, 380 Pierpont Road, Waterbury, CT

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/G0HAubxqiXM

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

a) Copy of communication dated June 25, 2024 from Civil Service certifying Alan Grant Jr. for the position of Maintainer I.
b) Copy of communication dated June 27, 2024 from Civil Service certifying Frederick Catalani Jr. for the position of School Buildings and Grounds Supervisor.
c) Copy of communication dated June 27, 2024 from Civil Service to Glorymar Lopez regarding acceptance of offer of employment for the position of Food Service Worker.
d) Email communication dated July 11, 2024 from Teresa Fortenberry regarding dress code.
e) Communication dated July 11, 2024 from Dr. Verna Ruffin expressing her gratitude.
f) Copy of communication dated July 15, 2024 from Mayor Pernerewski to Charlene Russell Tucker regarding Deputy Superintendent Schwartz.
g) Copy of communications dated July 15, 2024 from Civil Service certifying Drewena Knightonm, Maria Rivera Rodriguez, Leannie Lebron, and Haleigh Martin for the position of Paraprofessional II.
h) Email communication dated July 19, 2024 from Alicia Keller, Kennedy High School Marching Band, regarding their proposal.
i) Copy of communication dated July 22, 2024 from Charlene Russell-Tucker, Commissioner of Education, to Mayor Pernerewski regarding Deputy Superintendent Schwartz.
j) Copy of communication dated July 24, 2024 from Civil Service certifying Brianna Cruz for the position of Paraprofessional II.
k) Copy of communication dated July 25, 2024 from Civil Service certifying Alberta Caka for the position of Maintainer I.
l) Copy of communication dated July 26, 2024 from Civil Service certifying Leslie Melenciano Perez for the position of Paraprofessional II.
m) Copy of communications dated July 29, 2024 from Civil Service to Emerald Dasent and Leigh Ortiz regarding acceptance of offer of employment for the position of Food Service Worker.
n) Copy of communication dated July 31, 2024 from Civil Service certifying Jose Torres for the position of Carpenter Mason Foreperson.
o) Copy of communication dated July 31, 2024 from Civil Service to Jose Rodriguez regarding acceptance of offer of employment for the position of Food Service Worker.
p) Copy of communication dated July 31, 2024 from Civil Service certifying Susan Bresnaham for the position of Administrative Associate I.
q) Email communication dated August 1, 2024 from Kevin Egan, WTA, regarding Interim Superintendent.
r) Copy of communication dated August 1, 2024 from Civil Service certifying Jaclyn Kunkel for the position of Paraprofessional II.
s) Copy of communications dated August 1, 2024 from Civil Service to Jessica Valentin and ZsaQuanna Rhodes regarding acceptance of offer of employment for the position of Food Service Worker.
t) Copy of communication dated August 1, 2024 from Civil Service certifying Tyrek Gentles for the position of Maintainer I.

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

6. Deputy Superintendent's Announcements

7. President's Comments

8. Student Representative Comments

9. Consent Calendar

9.1 *Committee of the Whole:* Request approval 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.*

9.2 *Committee of the Whole:* Request approval of the preparation of schematic drawings and outline specifications for the Proposed Rooftop Solar Photovoltaic System at *M. M. Generali Elementary School.*

9.3 *Committee of the Whole:* Request approval of the establishment of a Building Committee for the Proposed Rooftop Solar Photovoltaic System at M. M. Generali Elementary School.

9.4 *Committee of the Whole:* Request approval of the Educational Specifications for the Proposed Rooftop Solar Photovoltaic System at M. M. Generali Elementary School.

9.5 *Committee of the Whole:* Request approval to file a non-priority grant application with the Commissioner of Administrative Services for the Proposed Rooftop Solar Photovoltaic System at *Sprague Elementary School.*

9.6 *Committee of the Whole:* Request approval of the preparation of schematic drawings and outline specifications for the Proposed Rooftop Solar Photovoltaic System at *Sprague Elementary School.*

9.7 *Committee of the Whole:* Request approval of the establishment of a Building Committee for the Proposed Rooftop Solar Photovoltaic System at Sprague Elementary School.

9.8 *Committee of the Whole:* Request approval of the Educational Specifications for the Proposed Rooftop Solar Photovoltaic System at Sprague Elementary School.

9.9 *Committee of the Whole:* Request approval to file a non-priority grant application with the Commissioner of Administrative Services for the a)Proposed Rooftop Solar Photovoltaic System at *B. W. Tinker Elementary School.*

9.10 *Committee of the Whole:* Request approval of the preparation of schematic drawings and outline specifications for the Proposed Rooftop Solar Photovoltaic System at *B. W. Tinker Elementary School.*

9.11 *Committee of the Whole:* Request approval of the establishment of a Building Committee for the Proposed Rooftop Solar Photovoltaic System at B. W. Tinker Elementary School

9.12 *Committee of the Whole:* Request approval of the Educational Specifications for the Proposed Rooftop Solar Photovoltaic System at B. W. Tinker Elementary School.

9.13 *Committee of the Whole:* Request approval to file a non-priority grant application with the Commissioner of Administrative Services for the Proposed Rooftop Solar Photovoltaic System at *Wendell L. Cross Elementary School.*

9.14 *Committee of the Whole:* Request approval of the preparation of schematic drawings and outline specifications for the Proposed Rooftop Solar Photovoltaic System at *Wendell L. Cross Elementary School.*

9.15 *Committee of the Whole:* Request approval of the Educational Specifications for the Proposed Rooftop Solar Photovoltaic System at Wendell L. Cross Elementary School.

9.16 *Committee of the Whole:* Request approval of the establishment of a Building Committee for the Proposed Rooftop Solar Photovoltaic System at Wendell L. Cross Elementary School

9.17 *Committee of the Whole:* Request approval to file a non-priority grant application with the Commissioner of Administrative Services for the Proposed Rooftop Solar Photovoltaic System at *West Side Middle School*.

9.18 *Committee of the Whole:* Request approval of the preparation of schematic drawings and outline specifications for the Proposed Rooftop Solar Photovoltaic System at *West Side Middle School*.

9.19 *Committee of the Whole:* Request approval of the establishment of a Building Committee for the Proposed Rooftop Solar Photovoltaic System at West Side Middle School.

9.20 *Committee of the Whole:* Request approval of the Educational Specifications for the Proposed Rooftop Solar Photovoltaic System at West Side Middle School.

9.21 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.

9.22 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

10. Items removed from Consent Calendar

11. Committee of the Whole – Commissioner Brown

11.1 Request approval of an Amendment One to the Memorandum with the Waterbury Police Department for School Resource Officers.

12. Committee on Finance – Commissioner Orso

12.1 Request approval of a Professional Services Agreement with Presidio Networked Solutions Group, LLC, for Cisco Switch Replacement and Network Infrastructure Upgrade.

12.2 Request approval of a Professional Services Agreement with Environmental Systems Company for Upgrades and Expansions to School Security.

12.3 Request approval to apply for the CSDE 2024-2027 McKinney-Vento Homeless Assistance Grant.

12.4 Request approval of a Professional Services Agreement with Access Rehab Centers, LLC for Athletic Trainers.

12.5 Request approval of a Professional Services Agreement with Houghton Mifflin Harcourt Publishing Company for Science Dimensions Curriculum Grades 4-5.

12.6 Request approval of a Professional Services Agreement with Math Concepts, Inc. to provide math instruction support at Wilby High School.

13. Superintendent's Notification to the Board

13.1 Athletic appointments:

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

13.2 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

13.3 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

13.4 Resignations:

Name	*Assignment*	*Effective*
Brown-Spencer, Cara	Special Education/NEMS	06/30/24
Cassidy, Haley	Special Education/Rotella	06/30/24
Cordova-Rolon	Carmen	08/06/24
Erdmann, Michael	Special Education/WHS	08/16/24
Gosturani, Marinela	Math/WSMS	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
Littlefield, Mishaela	Pre-K Special Education/Kingsbury	08/04/24
Menzies, Jillian	Special Education/Driggs	06/30/24
Morais, Teresa	Multilingual Supervisor	08/09/24
Munoz, Trevor	Grade 7 Social Studies/WMS	06/30/24
Porco, Abigail	Math/WHS	08/02/24
Rangel, Christine	Special Education/Bunker Hill	08/07/24
Roy, Sarah	Science/WSMS	06/30/24
Salemme, Cassandra	PE-Health Teacher/Duggan	06/30/24
Silva, Aline	PreK/Bunker Hill	08/06/24
Valletta, Marnie	ELA/WHS	07/09/24
White, Lara	Director of Equity & Inclusion	08/12/24

14. Committee Chair Reports

15. Executive Session

16. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.1

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

Item #9.2

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

Item #9.3

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 #9.4

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.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.5

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 Sprague Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.6

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 Sprague Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.7

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 Sprague 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 #9.8

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 Sprague Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.9

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 B. W. Tinker Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.10

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 B. W. Tinker Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.11

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 B. W. Tinker 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 #9.12

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 B. W. Tinker Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.13

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 Wendell L. Cross Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.14

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 Wendell L. Cross Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.15

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 Wendell L. Cross 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 #9.16

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 Wendell L. Cross Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.17

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 West Side Middle School Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.18

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 West Side Middle School Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.19

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 West Side Middle School 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 #9.20

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 West Side Middle School Elementary School.*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.21

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	**FACILITIES AND DATES/TIMES**
M. Rocco	W. Cross gym and café: Saturday, September 7, 11:30am-4:30pm (Back to School Social) W. Cross gym: Friday, December 13, 5-8 pm (set-up) and Saturday, December 14, 7:30am-2:00 pm (PTO Holiday Craft Fair)
V. Harris	Crosby media center: Thursday, August 22, 8:00am-3:00pm (District Social Studies Professional Development)
*K. DiVergilio	WAMS counseling conference rm.: Thursday, August 22, 8am-12pm (School Psychologist professional development meeting)
*T. Dooley	Wallace media ctr.: Wednesday, August 29 and Tuesday, November 26, 6:00-8:00 pm (Swim officials' meetings)
*Human Capital M. Waters	Kennedy rm. 107: September 9 – December 9, 2024, 4:00-6:30 pm (SCSU cohort Educational Leadership courses) Kennedy rm. 109: Tuesdays, 4:00-7:10 pm, Cohort for Paraprofessionals, August 27 – December 17, 2024

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.

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.

SCHOOL PERSONNEL USE ONLY

DATE: *July 31, 2024*

TO: SCHOOL BUSINESS OFFICE

FROM: *Kimberly DiVergilio, NCSP (Sped Supervisor for Psych Dept)*

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: *WAMS (counseling conference room)*

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: *Teacher PD Day: August 22, 2024*

FROM: *8:00 a.m.* TO: *12:00 p.m.*

FOR THE FOLLOWING PURPOSES:

I would like to reserve this space to hold my school psychologist department meeting, welcome back breakfast, and required trainings for that day. I used this space last year, but had difficulty accessing the smartboard. Do I have to connect with someone directly to set up?

Kimberly DiVergilio, NCSP
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: 8-1-24

TO: SCHOOL BUSINESS OFFICE

FROM: Tom Dooley

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Wallace media ctr.

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Wed, Aug. 21st & Tues, Nov. 26th

FROM 6:00 am/pm TO 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Swim Officials meetings.

T.D

APPLICANT

SMC

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 police and fire headquarters.

Good K

SCHOOL PERSONNEL USE ONLY

DATE: August 9, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Carli Carpentieri & Marissa Waters (Talent & Professional Development Supervisors) Human Capital Department

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Kennedy High School (Room 107)

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: September 9, September 23, October 7, October 21, November 4, November 18, December 2, December 9

FROM: 4:00pm **TO**: 6:30 pm

FOR THE FOLLOWING PURPOSES:

SCSU Adjunct professors will be delivering instruction to a cohort of WPS staff who are taking 092 (Educational Leadership) courses.

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.

Zack

SCHOOL PERSONNEL USE ONLY

DATE: August 9, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Carli Carpentieri & Marissa Waters (Talent & Professional Development Supervisors) Human Capital Department

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Kennedy High School (Room 109)

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Tuesdays (4:00-7:10) 8/27, 9/3, 9/10, 9/17, 9/24, 10/1, 10/8, 10/15, 10/22, 10/29, 11/12, 11/19, 11/26, 12/3, 12/10, 12/17

FROM: 4:00pm **TO**: 7:10 pm

FOR THE FOLLOWING PURPOSES:

CCSU adjunct professors will be delivering instruction to a cohort of WPS Paraprofessionals who are pursuing their Special Education Certification and taking courses through the Central Inspire Teacher Residency Program. We have an agreement that was recently approved by the board of education.

M Waters
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.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.22

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve the use of school facilities and/or waiver requests by groups and organizations subject to fees and insurance as required:

GROUP	**FACILITIES AND DATES/TIMES**	
*Otter Zone Aquatics C. Henebry	West Side pool: Fridays, October 4-November 8, 3:30-6:30 pm (Swim lessons)	
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.)
*Neighbor. Housing Serv. K. Taylor	W. Cross café: Thursday, September 5, 5:00-8:00 pm (community info session)	($168.)
*Rivera Memorial Found. J. Ocasio	Maloney café, music rm., lounge: March 15, 11am-2pm & March 16, 10am-5pm (Miss Rivera-Hughes Pageant)	($840.)
GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:		
Gilmartin Comm. Club R. Barry	Gilmartin café: August 2024 thru July, 2025 Third Tuesday each month, 7:00 to 9:00 pm	
*Wtby. Unico P. Varanelli	Kennedy rm.: September 2024 through June 2025, monthly meetings 6:30-8:30 pm	
*Rivera Memorial Found. J. Ocasio	Maloney café, music room, lounge: Wednesdays, 5:45-7:00pm 10/2/24 – 3/12/25, (Pageant practice)	
*Wtby. Knights Cheer. S. Clements	Kingsbury gym: Monday – Friday, August 28 through February 5, (cheerleading practice)	

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 Colleen Henebry NAME OF ORGANIZATION Otter Zone Aquatics

ADDRESS 91 Woodcrest Drive (street) Waterbury (city) CT (state) 06708 (zip code) TELEPHONE # 203 206 0452

SCHOOL REQUESTED West Side ~~or Crosby~~ DATES 10/04 - 11/08 Fridays only ROOM(S) Pool

OPENING TIME 3:30 P.M. CLOSING TIME 6:30 P.M. PURPOSE swimming lessons

ADMISSION (if any) Participants will pay for swimming lessons CHARGE TO BE DEVOTED TO rental fee and purchase of equipment

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20-30 CHILDREN 20-30 (over the course of 3 hours - not all at once)

SIGNATURE OF APPLICANT Colleen Henebry DATE 08/07/2024

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Colleen Henebry 91 Woodcrest Drive Waterbury CT 06708

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. CH (PLEASE INITIAL)

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

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 500.- INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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 OFAPPLICANT 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 Date of 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

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 Kevin Taylor / Executive Director NAME OF ORGANIZATION NEST f.k.a. NHSW

ADDRESS 193 GRAND ST., 3RD FLOOR WATERBURY, CT 06702 TELEPHONE # 203.753.1896
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wendell Cross DATES September 5, 2024 ROOM(S) Cafeteria

OPENING TIME 5pm CLOSING TIME 8pm PURPOSE Commuunity Info Session

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 - 50 CHILDREN

SIGNATURE OFAPPLICANT [signature] DATE 08/01/2024

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *
Ian Blake - (475)-233-8180 / Tichina Pemberton-Mann - (203)-572-3384 / Kevin Taylor

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. KT (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service ($168.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian Gold

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: NEST f.k.a Neieghborhood Housing Services of Waterbury

Please check below specific item(s):

Building Usage Fees ☒ Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Wendell Cross School / Cafe

DATE(S): Spetmber 5th, 2024 TIMES: 5pm - 8pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

08/01/2024
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 168.00 Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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 Jessica Ocasio NAME OF ORGANIZATION Rivera Memorial Foundation

ADDRESS 186 Cherry Street, Waterbury, CT 06702 TELEPHONE # 475-235-3182
(street) (city) (state) (zip code)

SCHOOL REQUESTED Maloney DATES 3/15/25, 3/16/25 ROOM(S) Cafetorium, Downstairs Teacher Lounge, Classroom/Music Room adjacent the Cafetorium

OPENING TIME CLOSING TIME PURPOSE Miss Rivera-Hughes Pageant Practice & Pageant
For 3/16/24: OPENING @ 10:00am CLOSING @ 5:00PM For 3/15/24: OPENING @ 11:00am CLOSING @ 2:00PM

ADMISSION (if any) Only on 3/16/24: $20 CHARGE TO BE DEVOTED TO Pageant Scholarship Fund

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 25
Only on 3/17/24: Adults 50 Children 30

SIGNATURE OFAPPLICANT Jessica Ocasio DATE 8/6/2024

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

Jessica Ocasio- 860-940-3615 & Lisa Morales 203-768-0026

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. JO (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service per cust. ($840.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

OK

Sat. March 15th
11AM - 2pm

Sun. March 16th
10AM - 5pm

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

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

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THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT/ORGANIZATION: Rivera Memorial Foundation,Inc.

Please check below specific item(s):

Building Usage Fees ☒ Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Maloney School-Downstairs Teacher Lounge,Classroom/Music Room adjacent the Cafetorium

DATE(S):	TIMES:
DATE(S): 3/15/2025	TIMES: 11:00am-2:00pm $168.00
DATE(S): 3/16/2025	TIMES: 10:00pm-5:00pm $672.00
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

8/6/2024
Date

Jessica Rivera
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 840.00	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

Yolk

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

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

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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 574-6210 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

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

Book

APPLICANT Patricia Varanelli NAME OF ORGANIZATION Waterbury UNICO

ADDRESS 102 Ridgewood Dr Middlebury CT 06762 TELEPHONE (203) 577-8877
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy H.S. DATES See Attached ROOM(S) Conference Room

OPENING TIME 6:30pm CLOSING TIME 8:30pm PURPOSE UNICO Board Meeting

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10-12 CHILDREN N/A

SIGNATURE OF APPLICANT Patricia Varanelli DATE 7/24/24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Nicole Maiorano 95 Willow St Waterbury, CT 06710 (203) 695-2911

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. PA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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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).

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APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Waterbury Unico Board of Directors 2024/2025 meeting schedule

Patricia Varanelli <pvaranelli45@gmail.com> Thu, Jul 25, 2024 at 4:30 PM
Draft

Meetings held in the conference room at Kennedy High School :

Tuesday	September 3rd	6:30
Tuesday	October 8th	6:30
Tuesday	November 12th	6:30
Tuesday	December 10th	6:30
Tuesday	January 14th	6:30
Tuesday	February 11th	6:30
Tuesday	March 11th	6:30
Tuesday	April 8th	6:30
Tuesday	May 13th	6:30
Tuesday	June 10	6:30

Ok

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 Jessica Ocasio NAME OF ORGANIZATION Rivera Memorial Foundation

ADDRESS 186 Cherry Street, Waterbury, CT 06702 TELEPHONE # 475-235-3182
(street) (city) (state) (zip code)

SCHOOL REQUESTED Maloney DATES Wednesdays: 10/2/24-3/12/25 & 3/15/25, 3/16/25 ROOM(S) Cafetorium, Downstairs Teacher Lounge, Classroom/Music Room adjacent the Cafetorium

OPENING TIME 5:45PM CLOSING TIME 7:00PM PURPOSE Miss Rivera-Hughes Pageant Practice & Pageant

ADMISSION (if any) Only on 3/16/24: $20 CHARGE TO BE DEVOTED TO Pageant Scholarship Fund

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 25
Only on 3/17/24: Adults 50 Children 30

SIGNATURE OFAPPLICANT Jessica Ocasio DATE 8/6/2024

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

Jessica Ocasio- 860-940-3615 & Lisa Morales 203-768-0026

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. JO (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

OK

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

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Wednesdays 10/2/24 To 3/12/25

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

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 Shenquaya Clements NAME OF ORGANIZATION Wthy Knights

ADDRESS 129 Washington St. (street) Wthy (city), CT (state) 06706 (zip code) TELEPHONE # 203-818-1357

SCHOOL REQUESTED Kingsbury DATES 8/26-24 2/5/2025 ROOM(S) GYM

OPENING TIME 545 CLOSING TIME 815 PURPOSE Cheerleading

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20

SIGNATURE OFAPPLICANT Sclements DATE 8/9/2024

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

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

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Aug. 28th
To
Feb. 5th
Monday
thru
Friday

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.1

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve Amendment One (1) to the Memorandum of Agreement with the Waterbury Police Department regarding School Resource Officers as required by Public Acts 23-167 and 23-208.

WATERBURY
PUBLIC SCHOOLS

Dr. Darren M. Schwartz
Deputy Superintendent of Schools
(203) 574-8016
dschwartz@waterbury.k12.ct.us

August 13, 2024

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

RE: No-Cost Amendment to School Resource Officer Memorandum of Agreement

Dear Honorable Board Members:

I request your approval of a no-cost amendment to the Memorandum of Agreement (MOA) between the Waterbury Board of Education and the Waterbury Police Department.

Originally executed in early 2021 to regulate the roles of School Resource Officers (SROs) as mandated by state law, recent legislation requires updates to ensure compliance[1]. Proposed changes include centralizing the MOA location within the district, posting it on the website, and specifying SRO interactions with students and staff. Other changes mandate SRO participation in social-emotional training and detail procedures for student interactions, restraint, and reporting.

This no-cost amendment aligns with legislative requirements, ensuring compliance while reinforcing safety and accountability in our schools. A redline copy, as well as a clean copy, of the proposed MOA is attached hereto for your reference. Please feel free to call with any questions you may have.

Very truly yours,

Dr. Darren Schwartz
Deputy Superintendent of Schools

cc: Fernando Spagnolo, Chief of Police
Carrie Swain, BOE Clerk
Michael Dalton, City Clerk
Angela R. Juliani, Corporation Counsel

[1]Public Act 23-167 and Public Act 23-208

Memorandum of Agreement

By and Between

Waterbury Board of Education

and

Waterbury Police Department

This agreement is made and entered into by and between the City of Waterbury Police Department ("City" or "PD") and the Waterbury Board of Education (the "Board" or "BOE").

ARTICLE I

INTRODUCTION

1. **Preamble**:

   a. Schools and law enforcement share responsibility for school safety and must work together with complimentary policies and procedures to ensure a safe learning environment for students. The School Resource Officer ("SRO") program involves the placement of sworn law enforcement officers from the Waterbury Police Department within the education environment of the Waterbury Public Schools. School Resource Officers are employees of the City of Waterbury who are contractually and operationally supervised in accordance with the applicable collective bargaining agreement and/or other policies and practices that govern sworn officers employed within the Waterbury Police Department.

   b. This document shall set forth the role and responsibilities of School Resource Officers ("SRO") within the Waterbury Public Schools. In addition to the above, this document expresses the agreement of the parties for responding to non-emergency school disruptions. It strives to ensure a consistent response to incidents of student misbehavior, clarify the role of law enforcement in school disciplinary matters, and reduce involvement of police and court agencies for misconduct at school and school-related events.

   c. The parties agree to the following principles upon which this agreement is founded:
      i. The vast majority of student misconduct can be best addressed through classroom and in-school strategies and maintaining a positive climate within schools rather than by involvement of the justice community.
      ii. The response to school disruptions should be reasonable, consistent and fair with appropriate consideration of relevant factors such as the age of the student and the nature and severity of the incident.
      iii. Students should be held accountable for their actions through a graduated response to misconduct that provides a continuum of services and increasingly more severe sanctions for continued misbehavior.
      iv. Disruptive students should receive appropriate redirection and support from in-school and community resources prior to the consideration of

suspension, expulsion, involvement of the police and subsequent referral to court.

v. Clarifying the responsibilities of school and police personnel with regard to non-emergency disruptive behavior at school and school-related events promotes the best interests of the student, the school system, law enforcement and the community at large.

ARTICLE II

PURPOSE

1. Goals and Objectives

a. The goals and objectives of this agreement are~~is~~ to establish a positive working relationship in a cooperative manner that will serve to encourage a more consistent response to school incidents, assist in student development and to reduce the number of referrals of students directed to law enforcement and juvenile justice interventions and/or systems. These goals and objectives will be accomplished by establishing guidelines for the handling of non-emergency disruptive behavior at school and school-related events by school and police personnel.

ARTICLE III~~.~~

DEFINITIONS

1. For the purposes of this agreement:

a. "School Resource Officer" means a sworn police officer of the City of Waterbury who has been assigned to a school pursuant to an agreement between the Waterbury Board of Education and Waterbury Police Department and who is contractually and operationally supervised in accordance with the applicable collective bargaining agreement and/or other policies and practices that govern sworn officers employed within the Waterbury Police Department.

b. "Challenging Behavior" means behavior that negatively impacts school climate or interferes, or is at risk of interfering, with the learning or safety of a student or the safety of a school employee.

c. "School-Based Arrest" means any arrest of a student that occurs inside or on the premises of a school while the school is in session or at a school-sponsored event.

d. "Detained" means detained by the SRO as a law enforcement action or placed under the direct supervision of the SRO by a responsible administrator.

e. "Investigation" means a fact finding inquiry concerning student behavior or school safety, including, but not limited to, emergency circumstances.

f. "Behavioral Intervention" means an intervention to resolve violent or

nonviolent student behavior or conflicts.

~~f.~~

~~g.~~ "V~~v~~iolence" means actions or behavior that severely disrupts the school~~–~~ environment and endangers others. Actions included, but are not limited to, physical and threatened acts.

~~g.~~

ARTICLE IV

TERMS OF THE AGREEMENT

1. **Summary of Key Points**
   a. The parties agree to:
      i. Convene a School/Police Collaboration Team;
      ii. Share this agreement with a copy to all school and police personnel;
      iii. Provide annual~~necessary and regular~~ staff training on implementation of the agreement;
      iv. Put into practice a graduated response to student misbehavior;
      v. Monitor implementation of the agreement;
      vi. Collect data and assess the effectiveness of the agreement;~~ and~~
      vii. Modify the agreement as appropriate;
      viii. Maintain this agreement in a central location of the school district; and
      ix. Post this agreement on the school district website and in each school that utilizes an SRO.~~.~~

2. **Key Factors in Making Disciplinary Decisions**
   a. The parties agree that when determining consequences for students' disruptive behavior the following factors shall be considered, if information on the factors is available:
      i. Age, health, and disability or special education status of the student.
      ii. Prior conduct and record of behavior of the student.
      iii. Previous interventions with the student.
      iv. Students' willingness to repair the harm.
      v. Parents' willingness to address any identified issues.
      vi. Seriousness of the incident and degree of harm caused.
   b. The parties agree that when determining consequences for student's disruptive behavior the following factors shall not be considered:
      i. Race/ethnicity, gender, gender identity, sexual orientation, religion and national origin of the student and family.
      ii. Economic status of the student and family.

3. **Graduated Response Model**
~~3.~~
   a. **Classroom Intervention** - The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line in implementing the school discipline code. As such, this model begins with a range of classroom management techniques that must be implemented prior to any other sanctions or interventions. Classroom intervention is managed by the teacher for behaviors that are passive and non-threatening such as dress code violations, and violations of classroom rules. School Resource Officers (SROs) should not be involved at this level. More than

three incidents of the same behavior, if not in the same day, could lead to School Administrator Intervention. Classroom intervention options might include redirection, re-teaching, school climate initiatives, moving seats, and the teacher should initiate parental contact.

~~a.~~

b. **School Administration Intervention** - Classroom interventions must be supported by school administrators who address more serious or repetitive behaviors and behaviors in school but outside of the classroom. Examples of behaviors at this level include repetitive patterns, defacing school property, truancy, threatening and behaviors in hallways, bathrooms, courtyards and school buses. Administration intervention options ~~might~~ include, but are not limited to, counseling, time in the office, after-school detention, loss of privilege, in-school or out-of-school suspension, reparation, and/or parent conference.

~~b.~~

c. **Assessment and Service Provision** - When the behavior and needs of the student warrant, an assessment process and intervention with the use of school and community services is appropriate. This intervention is managed by the school administrator or a student assistance team. Repetitive truancy or defiance of school rules, and behaviors that interfere with others such as vandalism or harassment belong at this level as well as misbehaving students who would benefit from service provision. Assessment and service intervention options ~~should~~ include, but are not limited to, any classroom or school administration interventions as discussed above and ~~might~~may also include referral to a juvenile review board (JRB) or community service or diversion program, suspension, expulsion or referral to court. Truant behavior should not lead to an out-of-school option. Police can be involved in their role on student assistance teams and JRBs.

~~c.~~

d. **Law Enforcement Intervention** - Only when classroom, school, and community options have been ~~found~~ tried and deemed to be ineffective or inappropriate (~~(~~or in an emergency)~~,)~~ should the school involve the police, including the SRO. SRO intervention should be limited to circumstances involving challenging behavior or conflict that escalates to violence or constitutes a crime. Involvement of the police does not necessarily mean arrest and referral to court. This intervention is managed by the police. ~~Behaviors at this level must be violations of criminal law, but only after classroom, school administration and assessment and service interventions have been tried.~~ Law enforcement options may include but are not limited to verbal warning; conference with the student, parents, teachers and/or others; referral to a JRB, other diversion programs and/or community agencies; and referral to court.

4. **Police Activity at Schools**
   a. The parties agree that SROs, as well as other Sworn Law Enforcement Officers need to follow certain protocols when on school grounds in non-emergency circumstances as follows:
      i. Police will act through school administrators whenever they plan any activity on school grounds.
      ii. Officers entering school grounds will be aware of the potential disruption of the educational process that police presence may cause.
      iii. Prior to entering a school to conduct an investigation, arrest or search, officers will consider the necessity of such action based on:

1. The potential danger to persons;
2. The likelihood of destruction of evidence or other property;
3. The ability to conduct the investigation, arrest or search elsewhere.
~~3.~~4. Whether the conduct reported is that of challenging behavior or conflict that escalates to violence or constitutes a crime.
~~4.~~5. When taking a student into custody:
    a. Officers should make reasonable efforts to avoid making arrests or taking students into custody on the school premises.
    b. Whenever possible, students should be taken into custody out of sight and sound of other students, as well as others in the school community (*e.g.*, teachers, visitors to the building).

5. **Duties and Responsibilities of School Resource Offices**
    a. SROs will promote school community awareness of law enforcement efforts, to assure the peaceful operation of school related programs, and to build support with students. School Resource Officers, will whenever possible, participate in or attend school functions.
    b. SROs will counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents/guardians of the student.
    c. SROs will encourage individual and small group discussions about law enforcement related matters with students, faculty and parents/guardians.
    d. SROs will attend meetings of parent and faculty groups to solicit their support and understanding of the Police School Resource Program and to promote awareness of law enforcement functions.
    e. SROs will investigate criminal activity committed on or adjacent to school property.
    f. SROs will assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
    g. SROs will not function as a school disciplinarian. If the Principal or his/her designee believes an incident is a violation of the law, he/she shall contact the School Resource Officer who shall then determine whether law enforcement action is appropriate.
    h. SROs will abide by all applicable BOE policies.
    i. SROs will follow all policies and applicable law concerning interviews should it be necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the Board.
    j. SROs will provide security during the regular school day and for special school events or functions at the request of the Principal or his/her designee.
    k. SROs will serve as a member of building-based committees or groups related to safety and student resources, and will be familiar with all community agencies that offer assistance to youths and their families such as mental health clinics, drug treatment centers, emergency housing, and services related to youth and family trauma.
    l. The SRO may be a resource for instruction provided there is pre-approval from the District and the instruction is relevant to the Connecticut Curriculum Standards, and as long as serving as such does not take the officer away from her/his primary functions, including the function providing a safe school

environment.

m. SROs will be a daily resource for students and school personnel by enabling them to associate and interact with a law enforcement figure in the school environment on a daily basis.

6. **Use of Restraint**
   a. No SRO shall use physical restraint, unless as described in Police Department Policy and must effectuate such restraint in accordance with Police Department procedure, attached hereto as **Appendix A** and contained herein. Any use of force by an SRO to restrain any student must be the least amount necessary to detain the student, reasonable in light of the totality of the circumstances, and in compliance with Police Policy and applicable laws.

7. **Use of Firearms**
   a. SROs may wear a sidearm authorized by the Police Department in accordance with Police Department policy. Such weapon shall only be used when law enforcement intervention is necessary, and only in accordance with Police Department procedure attached hereto as **Appendix A** and contained herein.

8. **School Based Arrests**
   a. Should an SRO need to take a student into custody or make a school-based arrest, they shall follow Police Department ~~procedure~~Protocol attached hereto as **Appendix B** and contained herein. Reasonable efforts must be made to avoid effectuating such arrest on School District property or during school hours. Whenever possible and except in the event of an emergency, students should be taken into custody out of sight and sound of other students.

9. **Training and Education**
   a. The parties agree that the SRO will complete, while in the performance of the SRO's duties as a school resource officer and during periods when such SRO is assigned to be at the school, any separate training specifically related to social-emotional learning and restorative practices that are provided to certified employees of the school(s) to which the SRO is assigned. ~~to provide their respective employees with training relative to this agreement and its purposes.~~

10. **Reporting Investigations or Behavioral Interventions**
    a. An SRO shall submit to the Chief of Police a report for each investigation or behavioral intervention of challenging behavior or conflict that escalates to violence or constitutes a crime conducted by such SRO in the SRO's assigned school. Such report shall be submitted to the Chief of Police within five (5) school days after conducting such investigation or behavioral intervention.
    b. On a monthly basis, the Chief of Police shall compile and provide to the Superintendent of Schools all reports completed by School District SROs during the prior month. In the event there were no reports completed by School District SROs during any given monthly period, the Chief of Police shall notify the Superintendent of Schools in writing.

11. **Data Collection and Monitoring**
    a. The parties agree that they will provide baseline data for comparison purposes and regularly collect, share, monitor and report data resulting from the implementation

of this agreement.

b. Data Collection - on a quarterly basis, the following information will be collected:
    i. School - number and types of disciplinary actions involving SROs, numbers and demographics of students involved in any disciplinary actions involving SROs~~, referrals to police~~.
    ii. Police - number and types of school incidents for which police incident reports are written, police actions on incidents, and referrals to police.

c. Monitoring and Oversight - on a regular basis and at least quarterly, the parties acknowledge and agree that The Chief of Police or his/her designee, the District's School Climate and Safety Coordinator, at least one (1) SRO representative assigned to the SRO program and the Superintendent of Schools or her/his designee and persons designated by the Superintendent of Schools or Chief of Police (collectively referred to as the "School/Police Collaboration Team" or "Team" will meet to provide oversight of the agreement and review relevant data and analysis. At the start of every school year, the Team will meet and designate dates and times for that year's quarterly meetings. The Department of Police will be responsible for maintaining records of the quarterly meetings. Annually, following the end of the school year, ~~At least annually,~~ the Team will prepare a report of activities and make recommendations for improvements to the agreement and/or its implementation to the Board of Education. A copy of the report will also be shared with the Mayor's Office and be made available to the public.

12. **Duration and Modification of Agreement**

a. This agreement shall become effective ~~January __, 2021~~upon execution and shall remain in full force and effect until such time as the agreement is modified by the consent of the parties. The agreement may be modified at any time by amendment to the agreement. In witness whereof, the parties hereto, intending to cooperate with one another, have set their signatures to this document on this day.

_____ _____

~~Neil M. O'Leary,~~Paul K. Pernerewski, Jr., Mayor ~~_____~~Date

_____ _____

Verna D. Ruffin, Superintendent of Schools Date

_____ _____

Fernando C. Spagnolo, Chief of Police Date

AMENDMENT 1

Memorandum of Agreement

By and Between

Waterbury Board of Education

and

Waterbury Police Department

This agreement is made and entered into by and between the City of Waterbury Police Department ("City" or "PD") and the Waterbury Board of Education (the "Board" or "BOE").

ARTICLE I
INTRODUCTION

1. **<u>Preamble</u>**:

   a. Schools and law enforcement share responsibility for school safety and must work together with complimentary policies and procedures to ensure a safe learning environment for students. The School Resource Officer ("SRO") program involves the placement of sworn law enforcement officers from the Waterbury Police Department within the education environment of the Waterbury Public Schools. School Resource Officers are employees of the City of Waterbury who are contractually and operationally supervised in accordance with the applicable collective bargaining agreement and/or other policies and practices that govern sworn officers employed within the Waterbury Police Department.

   b. This document shall set forth the role and responsibilities of School Resource Officers ("SRO") within the Waterbury Public Schools. In addition to the above, this document expresses the agreement of the parties for responding to non-emergency school disruptions. It strives to ensure a consistent response to incidents of student misbehavior, clarify the role of law enforcement in school disciplinary matters, and reduce involvement of police and court agencies for misconduct at school and school-related events.

   c. The parties agree to the following principles upon which this agreement is founded:
      i. The vast majority of student misconduct can be best addressed through classroom and in-school strategies and maintaining a positive climate within schools rather than by involvement of the justice community.
      ii. The response to school disruptions should be reasonable, consistent and fair with appropriate consideration of relevant factors such as the age of the student and the nature and severity of the incident.
      iii. Students should be held accountable for their actions through a graduated response to misconduct that provides a continuum of services and increasingly more severe sanctions for continued misbehavior.

iv. Disruptive students should receive appropriate redirection and support from in-school and community resources prior to the consideration of suspension, expulsion, involvement of the police and subsequent referral to court.
v. Clarifying the responsibilities of school and police personnel with regard to non-emergency disruptive behavior at school and school-related events promotes the best interests of the student, the school system, law enforcement and the community at large.

ARTICLE II

PURPOSE

1. <u>Goals and Objectives</u>

a. The goals and objectives of this agreement are to establish a positive working relationship in a cooperative manner that will serve to encourage a more consistent response to school incidents, assist in student development and to reduce the number of referrals of students directed to law enforcement and juvenile justice interventions and/or systems. These goals and objectives will be accomplished by establishing guidelines for the handling of non-emergency disruptive behavior at school and school-related events by school and police personnel.

ARTICLE III

DEFINITIONS

1. <u>For the purposes of this agreement:</u>

a. "School Resource Officer" means a sworn police officer of the City of Waterbury who has been assigned to a school pursuant to an agreement between the Waterbury Board of Education and Waterbury Police Department and who is contractually and operationally supervised in accordance with the applicable collective bargaining agreement and/or other policies and practices that govern sworn officers employed within the Waterbury Police Department.

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c. "School-Based Arrest" means any arrest of a student that occurs inside or on the premises of a school while the school is in session or at a school-sponsored event.

d. "Detained" means detained by the SRO as a law enforcement action or placed under the direct supervision of the SRO by a responsible administrator.

e. "Investigation" means a fact finding inquiry concerning student behavior or school safety, including, but not limited to, emergency circumstances.

f. "Behavioral Intervention" means an intervention to resolve violent or

nonviolent student behavior or conflicts.

g. "Violence" means actions or behavior that severely disrupts the school environment and endangers others. Actions included, but are not limited to, physical and threatened acts.

ARTICLE IV

TERMS OF THE AGREEMENT

1. **Summary of Key Points**
   a. The parties agree to:
      i. Convene a School/Police Collaboration Team;
      ii. Share this agreement with a copy to all school and police personnel;
      iii. Provide annual staff training on implementation of the agreement;
      iv. Put into practice a graduated response to student misbehavior;
      v. Monitor implementation of the agreement;
      vi. Collect data and assess the effectiveness of the agreement;
      vii. Modify the agreement as appropriate;
      viii. Maintain this agreement in a central location of the school district; and
      ix. Post this agreement on the school district website and in each school that utilizes an SRO.

2. **Key Factors in Making Disciplinary Decisions**
   a. The parties agree that when determining consequences for students' disruptive behavior the following factors shall be considered, if information on the factors is available:
      i. Age, health, and disability or special education status of the student.
      ii. Prior conduct and record of behavior of the student.
      iii. Previous interventions with the student.
      iv. Students' willingness to repair the harm.
      v. Parents' willingness to address any identified issues.
      vi. Seriousness of the incident and degree of harm caused.
   b. The parties agree that when determining consequences for student's disruptive behavior the following factors shall not be considered:
      i. Race/ethnicity, gender, gender identity, sexual orientation, religion and national origin of the student and family.
      ii. Economic status of the student and family.

3. **Graduated Response Model**

   a. **Classroom Intervention** - The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line in implementing the school discipline code. As such, this model begins with a range of classroom management techniques that must be implemented prior to any other sanctions or interventions. Classroom intervention is managed by the teacher for behaviors that are passive and non-threatening such as dress code violations, and violations of classroom rules. School Resource Officers (SROs) should not be involved at this level. More than three incidents of the same behavior, if not in the same day, could lead to School Administrator Intervention. Classroom intervention options might include redirection, re-teaching, school climate initiatives, moving seats, and the teacher

should initiate parental contact.

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c. **Assessment and Service Provision** - When the behavior and needs of the student warrant, an assessment process and intervention with the use of school and community services is appropriate. This intervention is managed by the school administrator or a student assistance team. Repetitive truancy or defiance of school rules, and behaviors that interfere with others such as vandalism or harassment belong at this level as well as misbehaving students who would benefit from service provision. Assessment and service intervention options include, but are not limited to, any classroom or school administration interventions as discussed above and may also include referral to a juvenile review board (JRB) or community service or diversion program, suspension, expulsion or referral to court. Truant behavior should not lead to an out-of-school option. Police can be involved in their role on student assistance teams and JRBs.

d. **Law Enforcement Intervention** - Only when classroom, school, and community options have been tried and deemed to be ineffective or inappropriate (or in an emergency), should the school involve the police, including the SRO. SRO intervention should be limited to circumstances involving challenging behavior or conflict that escalates to violence or constitutes a crime. Involvement of the police does not necessarily mean arrest and referral to court. This intervention is managed by the police. Law enforcement options may include but are not limited to verbal warning; conference with the student, parents, teachers and/or others; referral to a JRB, other diversion programs and/or community agencies; and referral to court.

4. **<u>Police Activity at Schools</u>**
   a. The parties agree that SROs, as well as other Sworn Law Enforcement Officers need to follow certain protocols when on school grounds in non-emergency circumstances as follows:
      i. Police will act through school administrators whenever they plan any activity on school grounds.
      ii. Officers entering school grounds will be aware of the potential disruption of the educational process that police presence may cause.
      iii. Prior to entering a school to conduct an investigation, arrest or search, officers will consider the necessity of such action based on:
         1. The potential danger to persons;
         2. The likelihood of destruction of evidence or other property;
         3. The ability to conduct the investigation, arrest or search elsewhere.
         4. Whether the conduct reported is that of challenging behavior or conflict that escalates to violence or constitutes a crime.

5. When taking a student into custody:
    a. Officers should make reasonable efforts to avoid making arrests or taking students into custody on the school premises.
    b. Whenever possible, students should be taken into custody out of sight and sound of other students, as well as others in the school community (*e.g.,* teachers, visitors to the building).

5. **Duties and Responsibilities of School Resource Offices**
    a. SROs will promote school community awareness of law enforcement efforts, to assure the peaceful operation of school related programs, and to build rapport with students. School Resource Officers, will whenever possible, participate in or attend school functions.
    b. SROs will counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents/guardians of the student.
    c. SROs will encourage individual and small group discussions about law enforcement related matters with students, faculty and parents/guardians.
    d. SROs will attend meetings of parent and faculty groups to solicit their support and understanding of the Police School Resource Program and to promote awareness of law enforcement functions.
    e. SROs will investigate criminal activity committed on or adjacent to school property.
    f. SROs will assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
    g. SROs will not function as a school disciplinarian. If the Principal or his/her designee believes an incident is a violation of the law, he/she shall contact the School Resource Officer who shall then determine whether law enforcement action is appropriate.
    h. SROs will abide by all applicable BOE policies.
    i. SROs will follow all policies and applicable law concerning interviews should it be necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the Board.
    j. SROs will provide security during the regular school day and for special school events or functions at the request of the Principal or his/her designee.
    k. SROs will serve as a member of building-based committees or groups related to safety and student resources, and will be familiar with all community agencies that offer assistance to youths and their families such as mental health clinics, drug treatment centers, emergency housing, and services related to youth and family trauma.
    l. The SRO may be a resource for instruction provided there is pre-approval from the District and the instruction is relevant to the Connecticut Curriculum Standards, and as long as serving as such does not take the officer away from her/his primary functions, including the function providing a safe school environment.
    m. SROs will be a daily resource for students and school personnel by enabling them to associate and interact with a law enforcement figure in the school environment on a daily basis.

6. **Use of Restraint**
    a. No SRO shall use physical restraint, unless as described in Police Department Policy and must effectuate such restraint in accordance with Police Department procedure, attached hereto as **Appendix A** and contained herein. Any use of force by an SRO to restrain any student must be the least amount necessary to detain the student, reasonable in light of the totality of the circumstances, and in compliance with Police Policy and applicable laws.

7. **Use of Firearms**
    a. SROs may wear a sidearm authorized by the Police Department in accordance with Police Department policy. Such weapon shall only be used when law enforcement intervention is necessary, and only in accordance with Police Department procedure attached hereto as **Appendix A** and contained herein.

8. **School Based Arrests**
    a. Should an SRO need to take a student into custody or make a school-based arrest, they shall follow Police Department Protocol attached hereto as **Appendix B** and contained herein. Reasonable efforts must be made to avoid effectuating such arrest on School District property or during school hours. Whenever possible and except in the event of an emergency, students should be taken into custody out of sight and sound of other students.

9. **Training and Education**
    a. The parties agree that the SRO will complete, while in the performance of the SRO's duties as a school resource officer and during periods when such SRO is assigned to be at the school, any separate training specifically related to social-emotional learning and restorative practices that are provided to certified employees of the school(s) to which the SRO is assigned.

10. **Reporting Investigations or Behavioral Interventions**
    a. An SRO shall submit to the Chief of Police a report for each investigation or behavioral intervention of challenging behavior or conflict that escalates to violence or constitutes a crime conducted by such SRO in the SRO's assigned school. Such report shall be submitted to the Chief of Police within five (5) school days after conducting such investigation or behavioral intervention.
    b. On a monthly basis, the Chief of Police shall compile and provide to the Superintendent of Schools all reports completed by School District SROs during the prior month. In the event there were no reports completed by School District SROs during any given monthly period, the Chief of Police shall notify the Superintendent of Schools in writing.

11. **Data Collection and Monitoring**
    a. The parties agree that they will provide baseline data for comparison purposes and regularly collect, share, monitor and report data resulting from the implementation of this agreement.
    b. Data Collection - on a quarterly basis, the following information will be collected:
        i. School - number and types of disciplinary actions involving SROs, numbers and demographics of students involved in any disciplinary actions involving SROs.
        ii. Police - number and types of school incidents for which police incident

reports are written, police actions on incidents, and referrals to police.

c. Monitoring and Oversight - on a regular basis and at least quarterly, the parties acknowledge and agree that The Chief of Police or his/her designee, the District's School Climate and Safety Coordinator, at least one (1) SRO representative assigned to the SRO program and the Superintendent of Schools or her/his designee and persons designated by the Superintendent of Schools or Chief of Police (collectively referred to as the "School/Police Collaboration Team" or "Team" will meet to provide oversight of the agreement and review relevant data and analysis. At the start of every school year, the Team will meet and designate dates and times for that year's quarterly meetings. The Department of Police will be responsible for maintaining records of the quarterly meetings. Annually, following the end of the school year, the Team will prepare a report of activities and make recommendations for improvements to the agreement and/or its implementation to the Board of Education. A copy of the report will also be shared with the Mayor's Office and be made available to the public.

12. **Duration and Modification of Agreement**

a. This agreement shall become effective upon execution and shall remain in full force and effect until such time as the agreement is modified by the consent of the parties. The agreement may be modified at any time by amendment to the agreement. In witness whereof, the parties hereto, intending to cooperate with one another, have set their signatures to this document on this day.

_____ _____

Paul K. Pernerewski, Jr., Mayor Date

_____ _____

Waterbury Board of Education Date

_____ _____

Fernando C. Spagnolo, Chief of Police Date

APPENDIX A

ARTICLE 1 – ADMINSTRATION CONTINUED

1.3 School Resource Officer Program

I. **PURPOSE:** To establish procedure and guidelines for the management of the School Resource Officer Program and to give guidance to the officers assigned to this program.

II. **POLICY:** It is the policy of the Waterbury Police Department to provide a School Resource Officer Program. The goal of the SRO program is to prevent delinquency and improve relations through close contact with students and school personnel by providing a law enforcement presence and in school educational resource and to increase communications and improve relations between school faculty, students, parents, and the Police Department.

III. DEFINITIONS:

Regular school hours: Pertain to the hours of the day that a school is in regular session from Monday to Friday.

School Calendar year: Pertains to the ten month period set by the Waterbury Board of Education during a calendar year during which a school is in session. (Usually from September to June)

IV. PROCEDURE:

A. Regular Duty Hours of School Resource Officers:

A School Resource Officer shall be assigned to a school or schools selected for this program by the Chief of Police on a full time basis, during hours that the school is in regular session, during the school calendar year.

During school holidays, vacations, snow days, and when the schools are closed for other reasons the resource Officers shall be assigned to the Youth Division and report to the Youth Division Commander for assignment. During the summer vacation the Chief of Police shall determine the assignments for the resource Officers.

B. Duties of School Resource Officers:

1. The School Resource Officer shall act as liaison between the principal and faculty of the school that he or she has been assigned to and the Waterbury Police Department.

2. The School Resource Officer is the law enforcement agent for the school and shall take law enforcement action as required when a criminal act is brought to his or her attention by personal observations or by the principal of the school or staff . The SRO will make the principal of the school and the Commander of the Youth Squad aware of such action as soon as practical.

3. The SRO will conduct normal safety checks of the school through out the day and upon personal observations, or at the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school, to the extent that the SRO may do so under the authority of law and Waterbury Police Department policies andprocedures.

ARTICLE 1 – ADMINSTRATION CONTINUED

1.3 School Resource Officer Program Continued

4. The School Resource Officer shall act as an instructor for specialized, short term law enforcement programs within the school and shall coordinate all his/her activities with the principal, staff members concerned, and the Commander of the Youth Division and will seek permission, advice, and guidance prior to enacting any program within the school.

5. The SRO will develop expertise in presenting various subjects to the students. Such subjects shall include, but not limited to, a basic understanding of the laws, the role of the police officer and the police mission, bullying, gangs, truancy, and computer on-line predator dangers.

6. When requested by the principal or Chief of Police, the SRO shall attend parent/ faculty meetings to solicit support and understanding about programs that are to be enacted.

7. The SRO should interact with students and staff and shall make himself / herself available for conferences with students, parents, and faculty members in order to assist them with problems of enforcement or crime prevention nature.

8. The SRO shall become familiar with all community agencies, which offer assistance to youth and their families such as mental health clinics, drug treatment centers, department of children and families, etc. and make referrals to such agencies.

9. The SRO shall assist the principal in developing plans and strategies to prevent and or minimize dangerous situations, which may result from student's behavior.

10. The SRO shall prepare and maintain detailed and accurate records of the operation of the School Resource Officer program, and shall submit other reports as required by the Chief of Police, school principal, or school staff.

11. The SRO shall not act as a school disciplinarian, as disciplining is a school responsibility. However if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be used for regularly assigned lunch room duties, hall monitors, or monitoring duties. If there is a problem area, the SRO may assist the school until the problem is resolved.

12. Anytime that the SRO finds it necessary to question a juvenile student suspected of being involved in a criminal offence, the SRO shall adhere to Police Duty Manual Chapter 404, Article 1.1 (Juvenile Investigations) Section III, Subsection B. (Investigative Procedures). The SRO will advise the Commander of the Youth Squad and the Principal of the school when questioning any student suspected of committing a crime.

ARTICLE 1 – ADMINSTRATION CONTINUED

1.3 School Resource Officer Program Continued

13. When it becomes necessary to arrest a student, the SRO shall follow the procedures indicated in Police Duty Manual Chapter 404, Article 1.1 (Juvenile Investigations) Section III, Subsection D. (Arrest Procedures). The SRO will notify their respective supervisor, the Commander of the Youth Squad and the Principal of the school anytime he or she places a student suspected of committing a crime under arrest.

C. Employment Status of School Resource Officers:

1. School Resource Officers shall remain employees of the Waterbury Police Department and report directly to the Commander of the Youth Division. All School Resource Officers remain responsible to the rules and regulation, policies and procedures, and chain of command of the Waterbury Police Department.

2.2 Use of Force

I. **PURPOSE:** To provide sworn officers of the Waterbury Police Department with guidelines when force, regardless of type, can be utilized. Additionally, to provide guidelines on other applicable regulations regarding de-escalation, moral and legal obligations, use of force reporting, agency/ privately owned weapons, and associated restrictions, general regulations, and training/ qualifications.

II. **POLICY:** It shall be the policy of the Waterbury Police Department to value and preserve human life. Therefore, officers shall only use the force that is objectively reasonable in light of the facts and circumstances confronting the officer, while effectively bringing an incident under control, and protecting the safety of the officer and others. Officers shall always use force, and carry service and privately owned weapons, in accordance with this policy and applicable statutes. Officers have a duty to intervene to prevent the abusive conduct or the use of excessive force by another member.

III. **DEFINITIONS:**

A. Acting in a Law Enforcement Capacity: Any on-duty police officer or any off-duty police officer who identifies themselves as such and asserts their law enforcement authority.

B. Abusive Conduct: Any conduct including but not limited to unreasonable, excessive use of force that goes against the mission and values of the Waterbury Police Department, and violates the policies and procedures of the department.

C. Active resistance: Any physical act, or failure to act, undertaken by a subject, against an officer, that could reasonably interfere with or defeat a lawful attempt by the officer to gain physical control of the subject.

D. Chokehold/Neck Hold: Continuous hold or contact with the neck that inhibits breathing by compression of the airway in the neck, may inhibit blood flow by compression of the blood vessels in the neck, or that applies pressure to the front, side, or back of the neck. These types of restraints are also known as other names such as lateral vascular neck restraint, and carotid artery hold but all can be defined as a hold that inhibits breathing by compression of the airway. **These types of restraints are prohibited unless the use of deadly force/lethal force is justified.**

E. Dangerous Instrument: Any instrument, article, or substance, which, under the circumstances in which it is caused, or attempted, or threatened to be used is capable of causing death or serious physical injury, including a "vehicle," and a dog that has been commanded to attack, except a dog owned by a law enforcement agency, acting in the performance of its duties. CGS Sec. 53a-3(7).

F. Deadly Force: Any use of force that creates a substantial risk of causing death or serious bodily injury.

2.2 Use of Force

G. Deadly Weapon: Any weapon, whether loaded or unloaded, from which a shot may be discharged, or a switchblade knife, gravity knife, billy, blackjack, bludgeon, or metal knuckles.

H. De-escalation: Taking action to stabilize the situation and reduce the immediacy of the threat so that more time, options, and resources are available to resolve the situation. The goal of de-escalation is to gain the voluntary compliance of subjects, when feasible, and thereby reduce or eliminate the necessity to use physical force.

I. Duty to Intervene: Members shall intervene to prevent the abusive conduct or the use of unreasonable, excessive force by another member. The goal of intervening is to protect the mission and values of the Waterbury Police Department and maintain department integrity with the community.

J. Exigent Circumstances: Those circumstances that would cause a reasonable person to believe that a particular action is necessary to prevent physical harm to an individual, the destruction of relevant evidence, the escape of a suspect, or some other consequence improperly circumventing legitimate law enforcement efforts.

K. Force: The amount of physical effort required by police to compel compliance by an unwilling subject.

L. Imminent: Likely to occur at any moment; impending.

M. Last resort: A final course of action, used only when other reasonable options are unavailable or have failed.

N. Less Lethal Weapons: Weaponry designed and used for stopping a violent act or for gaining compliance and/or overcoming physical resistance to custodial arrest or protective custody at levels of force which would not normally cause serious physical injury or death by their application. These include, but are not limited to: 12Ga and 37mm extended range impact munitions, noise flash diversion devices, tactical chemical agents, conductive energy weapons (Taser), ballistic capture/tangle nets, and personal impact weapons (batons).

O. Necessary: An action chosen when, in an officer's judgement, no effective alternative exists.

P. Objectively Reasonable: The determination that the necessity for using force and the level of force used is based upon the officer's evaluation of the situation in light of the totality of the circumstances known to the officer at the time the force is used and upon what a reasonably prudent officer would use under the same or similar situations.

2.2 Use of Force

Q. Officer Created Jeopardy: Situations where officers needlessly put themselves in a position where they must use deadly force to protect themselves

R. Passive Resistance: The mere failure or refusal to cooperate with the lawful directions of a police officer by one or more unarmed, non-violent persons, such as in the case of an act of civil disobediences or a non-violent handcuffed prisoner

S. Physical force: The application of strength, restraints, or weapons to control and/or overcome resistance or assault.

T. Police Officer: Means any Connecticut "peace officer," as defined in CGS 53a-3.

U. Positional Asphyxia: A condition where the supply of oxygen to a person's body is deficient because their body position prevents them from breathing adequately, usually as a result of an airway obstruction or limitation in chest wall expansion.

V. Proportional Force: Force that is reasonably necessary to overcome the level of resistance, aggression, or threat an officer confronts.

W. Reasonable: Sound, fair, sensible, and not excessive under the circumstances.

X. Reasonable belief that a person has committed an offense: A reasonable belief in facts or circumstances which if true would in law constitute an offense. If the facts or circumstances would not legally constitute an offense, an incorrect belief that they do, even if reasonable, does not justify the use of physical force.

Y. Serious physical injury: Physical injury which creates a substantial risk of death, or which causes serious disfigurement, serious impairment of health, or serious loss or impairment of the function of any bodily organ.

Z. Unreasonable Force: Any force applied in a manner inconsistent with this policy or applicable law.

IV. USE OF FORCE; LEGAL AND MORAL OBLIGATIONS

Officers of the Waterbury Police Department must comply with this policy and uphold the legal, moral and ethical obligations of their sworn service to the public, including;

A. Duty to Intervene/Duty to Report

1. Any member who directly observes another officer, regardless of rank or department, using force that is unreasonable, excessive or otherwise in violation with the agency's use of force policy and/or a violation of state or federal statute, shall:
   a. Act to intervene and stop the unreasonable, excessive, or illegal use of force by another police officer;

2.2 Use of Force

b. Contact a supervisor, or the next available in the chain of command, as soon as practicable after the incident and prior to going off shift;

c. Submit a patrol activity report to a supervisor or next available in the chain of command prior to going off shift the incident occurred on.

2. Any member who has knowledge of excessive, unreasonable, or illegal use of force against a person shall:
   a. Notify a supervisor,
   b. Submit a patrol activity report to a supervisor, in a timely fashion, and
   c. Cooperate with any investigation conducted.

3. Failure to intervene will subject a member to investigation and if warranted, disciplinary action.

4. **Supervisor Duties:** Once a supervisor learns of the incident involving a member intervening with another member, at a minimum the following actions shall be adhered to:
   a. Separate all members involved in the incident;
   b. Notify the next in the chain of command;
   c. Conduct a preliminary investigation to gather any pertinent information that would coincide with the reason for the intervention (i.e. video, area canvass, etc.);
   d. Ensure all parties involved in the incident complete a patrol activity report, detailing the circumstances that led to the intervention and what, if anything, occurred once the member intervened;
   e. Forward all paperwork to the next in the chain of command.

5. The Chief of Police or his/her designee shall notify the States Attorney.

NOTE: There is a prohibition against retaliation by any member of this department against any other member of this department that intervenes against excessive use of force, reports misconduct, or cooperates in an internal investigation.

B. Duty to Render Aid

An officer shall render aid and request an emergency medical service (EMS) response as soon as possible for any person who sustains an injury, complains of injury, or otherwise exhibits signs of medical distress including shortness of breath, altered mental status, or loss of consciousness.

An EMS response shall be requested for any person subjected to the use of a firearm, impact weapon, impact projectile, conducted energy weapon (CEW), oleoresin capsicum

(OC) spray, or K-9 apprehension. A supervisor shall be immediately notified of any EMS response initiated under these conditions, and injuries shall be documented and photographed whenever possible.

V. DE-ESCALATION

The Waterbury Police Department recognizes that officers will face unique, quickly evolving, and challenging circumstances, and these situations will not be judged with hindsight, but with what a reasonable officer at that time, given those circumstances, would do. As such it is also beneficial to the officer to remember that force should be used as a last resort and that de-escalation should be used when practical to minimize or avoid the use of force.

De-escalation could be used by officers when safe and without compromising law enforcement priorities as perceived by the officer in each situation. De-escalation could be through verbal communication (i.e. verbal persuasion, clear instructions, etc.), an attempt to slow down or stabilize the situation (i.e. calling for C.I.T., etc.), or using tactical advantage by increasing distance to allow for greater reaction time (i.e. placing or using barriers between officer and subject, etc.). Depending upon the facts and circumstances, this is another tool law enforcement may utilize, not a tool an officer must use.

VI. AUTHORIZED USE OF FORCE OPTIONS

Pursuant to CGS 53A-3, sworn officers of the Waterbury Police Department are defined as "Peace Officers" and therefore authorized, under CGS 53-206, to carry and utilize weaponry in the performance of their duties.

The Waterbury Police Department issues and trains all officers on several Use of Force Options to aid the officer when deciding to use force. Officers may choose from among the options when the use of force becomes necessary. Such choice shall be objectively reasonable given what the officer faces at the time of the decision on using force.

Nothing in this policy should be interpreted to prevent any officer from making a choice in a particular order, or from moving between weapons systems during the course of an incident.

The Authorized Use of Force Options are:

- Hands on holds, defensive tactic techniques, and/or control methods;
- Handcuffs, belly bands, leg shackles, zip ties, and nylon restraint bands;
- Oleoresin Capsicum sprays (OC Spray);
- Batons or striking devices;
- Electronic Conducted Devices;
- Pistols;
- Shotguns;
- Rifles;

2.2 Use of Force

- Extended range Impact Munitions (12 GA or 37 mm)
- Other specialized weapons systems used by special service units such as ERT and HNT;
- K-9;
- Weapons of Opportunity: A weapon of opportunity may include any object available to an officer. Weapons of opportunity should not be used unless necessary to protect the officer or others and when the officer cannot avail themselves of an authorized use of force option.

VII. USE OF FORCE

The use of force by officers of the Waterbury Police Department shall be necessary, reasonable and proportionate to the threat encountered. Force may only be used to achieve a lawful purpose.

Before resorting to force and whenever safe and feasible, officers should first make reasonable attempts to gain compliance through verbal commands and allowing appropriate time under the circumstances for voluntary compliance.

Prior to using force, an officer should consider the following:

- The immediacy of the threat
- The nature and severity of the crime or circumstances
- The nature and duration of actions taken by the subject
- Whether the subject is actively resisting custody
- Whether the subject is attempting to evade arrest by flight
- The number of subjects in comparison to the number of officers
- The size and condition of the subject in comparison to the officer
- The age, health, and condition of the subject
- The subject's violent history (if known)
- The presence of a hostile crowd or agitators
- Whether the subject is under the influence of drugs or alcohol to the extent it would affect their tolerance towards pain
- Whether the subject is in possession of a deadly weapon or dangerous instrument.

VIII. USE OF PHYSICAL FORCE

A. Permissible Use of Force

When necessary, officers of the Waterbury Police Department are authorized to use objectively reasonable force:

1. To effect an arrest or prevent the escape from custody of a person whom he/she reasonably believes to have committed an offense;
2. To defend themselves or others from the use or imminent use of physical force;

2.2 Use of Force

3. To take persons into protective custody when authorized by law (i.e. persons who are a danger to themselves or others, persons incapacitated by alcohol or other substance and/or runaway children);
4. To prevent someone from committing suicide or inflicting serious injury upon themselves,
5. To assist a licensed physician or psychologist in providing necessary medical treatment;
6. To control a situation and to overcome passive or active resistance to a lawful order.

The use of physical force shall end when resistance ceases and/or the officer has accomplished the objectively reasonable purpose necessitating the use of force.

B. Prohibited Use of Physical Force
The following actions are not allowed:

1. Using physical force against any handcuffed or restrained person except to the extent necessary to counter-active resistance, prevent escape, prevent the person from sustaining injury, or prevent the person from injuring another.

   a. Additionally, a restrained person shall be positioned so that breathing is not obstructed. Restrained persons should be maintained in a seated position or placed on their side. Restrained persons should not be placed in a prone or other position that increases the risk of positional asphyxia.

2. Using physical force for the purpose of retaliation.

3. Use of physical force against an individual whose apparent health, age, physical condition, or circumstances make it likely that a serious physical injury will occur.

4. Standing or kneeling on the neck of another person.

C. Restricted Use of Physical Force
The following actions are prohibited except under circumstances where deadly force would be deemed reasonable and necessary;

1. The intentional use of a chokehold or other method of restraint applied to the neck area of another person, including but not limited to,
   a) Arm bar hold (jujitsu ground fighting technique),
   b) Carotid artery hold,
   c) Lateral vascular neck restraint,

2.2 Use of Force

d) Neck restraint or hold with a knee or other object is prohibited.

The use of a choke hold or neck restraint may only be used when the use of deadly physical force is authorized.

2. Intentional strikes to the head, neck, spine, or sternum with an impact weapon, improvised impact weapon, knee, kick, hard object, or striking the head against a hard surface.

3. Intentionally discharging a less lethal projectile to the head, face, neck, chest, groin, or spine.

IX. USE OF LESS LETHAL FORCE

Officers of the Waterbury Police Department may utilize less lethal weaponry to overcome the use or imminent use of force against themselves or a third person. The use of less lethal options must be reasonable, necessary and proportional to the existing or perceived threat. Less lethal force may not be used against individuals engaging only in passive resistance.

Sworn personnel shall receive annual training on less lethal weaponry, including, but not limited to, less lethal shotguns and conducted electronic weapons (Tasers).

X. USE OF DEADLY FORCE

The use of deadly force by sworn officers of the Waterbury Police Department must be used as a last resort. The use of deadly force must be reasonable and necessary.

Prior to using deadly force officers must determine that no other reasonable alternative to the use of deadly force exists and that the amount of force being used does not create an unreasonable risk of injury to any other person(s) present. When feasible and consistent with officer safety, officers shall give warning prior to using deadly force.

A. Permissible Use of Deadly Force

Officers of the Waterbury Police Department are justified in using deadly force upon another person only when his or her actions are objectively reasonable under the given circumstances at that time and the officer reasonably believes the use of deadly force is necessary to:

1. Defend themselves or another person from what the officer reasonably believes to be the use or imminent use of deadly force.

2.2 Use of Force

2. Effect an arrest or prevent the escape of a person the officer reasonably believes the has committed or attempted to commit a felony that involved the infliction or threatened infliction of serious physical injury;

    a) And, when feasible, the officer has given warning to their intent to use deadly force.
    b) And, the officer reasonably believes that this person still poses a threat of serious physical injury or deadly force to the officer or a third person,

3. To dispatch an animal when:
    a) Preventing harm to the officer or another person;
    b) In defense of a Police K9 or Police Horse
    c) When an animal is so badly injured that humanity requires its relief from further suffering.

B. Prohibited Use of Deadly Force

The use of deadly force by officers of the Waterbury Police Department may not be used;

1. Against any person who poses a threat to only themselves.
2. Against any person for the purpose of protecting property.
3. Warning shots are prohibited.

C. The Use of Deadly Force at or From Vehicles

The use of deadly force by sworn officers of the Waterbury Police Department by discharging a firearm at or from a moving vehicle is NOT permitted **EXCEPT**:

1. As the ultimate measure of self-defense against an imminent threat of death or serious physical injury when no other reasonable alternative is available;
2. In defense of another when a suspect is using deadly force by any means including a vehicle;
3. When the occupants of the vehicle have committed a felony in which deadly force was used and the officer reasonably believes the occupants still pose an imminent threat of serious physical injury or death if their apprehension is delayed.

Officers are strongly discouraged from positioning themselves in the actual or potential path of travel of any vehicle

XI. REPORTABLE USE OF FORCE

A. Any incident in which an officer of the Waterbury Police Department, either on or off duty, exercises their lawful authority and uses any of the Use of Force Options,

2.2 Use of Force

including drawing and pointing of any firearm, including less lethal and conducted energy weaponry (Taser), must be reported and documented.

- **Exception:** The use of a firm grip to control an individual which does not result in an injury, the appearance of injury or complaint of pain (i.e. the use of a firm grip to control and physically guide a subject's hands while handcuffing).

B. Members of the department involved in a use of force situation shall, when practicable and safe to do so, notify the next member in his/her respective chain of command.
   1. If an officer encounters a situation where his/her next in the chain of command is unavailable, then the officer shall request for any supervisor to respond to the incident where force was used.

C. Any officer that uses force against a subject shall complete a detailed incident report and complete the electronic CT Use of Force Report Form.
   1. If, during one incident, multiple officers utilize any of the Use of Force Options;
      a. The primary responding officer shall complete the incident report and the CT Use of Force Report Form.
      b. Secondary officers on scene using any of the Use of Force Options shall complete a detailed supplement report and the CT Use of Force Report Form.

D. When appropriate and necessary, Animal Dispatch requires officers to complete:
   - An Incident Report,
   - A Waterbury PD Firearm Discharge Report, and
   - A Patrol Activity Report

   No CT Use of Force Form is required for Animal Complaints

E. All applicable documentation (incident/ supplement reports, Use of Report Form, etc.) must be completed and submitted to a supervisor before the end of shift. If an officer's direct supervisor is unavailable, if shall be the responsibility of the submitting officer to locate another supervisor to review and approve any reports/ forms.
   1. If special circumstances exist (i.e. incidents resulting in the death or serious injury of a person or situations where an officer injury occurred) the Chief of Police, or their designee, may grant an extension, on a case-by-case basis, and assign an alternate date and time for incident/ supplement reports and use of force forms to be completed and submitted.
      a. If any officer sustains an injury from a use of force situation, the officer shall have photographs taken of any visible injury sustained or any damage to clothing or equipment.

2.2 Use of Force

XII. ADDITIONAL USE OF FORCE RESPONSIBILITES

A. A supervisor shall respond to incidents involving the use of force in order to oversee the incident and ensure that department policy is being followed. The supervisor shall ensure that the CT Use of Force Form is filled out completely and submitted after the incident before the end of shift. If this cannot be done then the supervisor shall write a Patrol Activity Report (PAR) with the reason(s), and hand it to the shift supervisor (even if he/she was not the shift supervisor at the time of the incident). The shift supervisor shall assure this use of force gets completed even if by a shift supervisor on a different shift. The shift supervisor does not sign off on the use of force, but does help facilitate a use of force completion should any issue arise that the front line supervisor notifies him/her about. It is expected that members of the department will work together for the benefit of the police department.

1. A supervisor interview shall be done with the person who had force used on them, as soon as practicable and when safe to do so. If said interview cannot be done, the supervisor shall explain the reasons on the use of force sign off.
2. Supervisors shall ensure that if a Taser is used that the Taser download information is saved to the case number of the incident where force was used according to previously established guidelines given by Internal Affairs and Information Technology. (Refer to Chapter 202, Article 3, Section 3.1 on Taser Conducted Energy Device for further responsibilities).
3. When the use of force packet is complete, the next in the chain of command should be notified by the supervisor to aid in the sign off process.
4. Weekly emails are sent to Command Staff (Captains and above) on the use of force incidents. The purpose of these weekly emails are to ensure electronic use of force reporting is signed off by the appropriate member in the chain of command as previously decided by the Chief of Police and/or his/her designee, and acts as an early intervention system for the appropriate Command Staff in order to assist Command Staff in following officer activity. It is expected that Command Staff shall communicate with each other regarding officer's use of force because many officers switch shifts throughout the year, and/or work extra shifts.

B. It is expected that Captains shall sign off on uses of force for officers under his/her command. Prior to signing off on uses of force, Command staff shall determine whether the use of force conforms to departmental guidelines, policies and procedures

2.2 Use of Force

of the Waterbury Police Department. Should a use of force not conform to the latter, the Commander shall take immediate action.

1. Early Intervention: Command staff will keep a record on officers' use of force incidents, and shall take action should an individual officer, regardless of assignment, go over 11 use of force incidents in a 12 month period. Said review shall be documented according to that which is decided by the Chief of Police or his/her designee.

C. Information Technology (IT) shall send weekly and monthly reports to the Command Staff on officers' use of force.

D. Booking personnel shall scan each individual's medical waiver and/or hospital discharge summary, prisoner property form, and any other applicable paperwork, and attach said paperwork to the case number associated with the individual's arrest.

E. Internal Affairs (IA) shall conduct periodic reviews/ statistical analysis of use of force incidents and submit a written summary of all use of force incident to the Office of Policy and Management (OPM) no later than February 1st of the following calendar year per CGS 7-282e.

XIII. POLICE INVOLVED SHOOTINGS

All discharges of firearms by police personnel while in the performance of duty, outside of necessary training, or recreational purposes:

A. Officer responsibilities
If a member of the department discharges a weapon while on or off duty, other than while participating in firearms training on an authorized range, he/she shall:
1. Immediately notify his/her immediate supervisor who shall notify the shift commander, or in his/her absence, the ranking patrol supervisor on duty at the time of the discharge;
2. If applicable, do not approach the downed person but maintain a position of cover and await assistance;
3. Submit an incident report, electronic use of force report, a firearms discharge report, and a Patrol Activity Report through the respective chain of command.

*****Animal Dispatches do not require an electronic use of force report*****

2.2 Use of Force

B. Patrol Sergeant responsibilities

1. Arrange for proper protection of the scene, and assure maintenance of said scene until relieved by Detective Division personnel;
2. Ensure medical treatment is rendered to the injured;
3. Ensure that the involved officers are safe;
4. Assign an uninvolved officer to accompany the involved officers and remove them from the immediate vicinity. If practicable, a CIT certified officer or Peer Support member should be utilized for this;
5. Notify the Shift Commander and cause notifications to be made to the Criminal Investigations Bureau and the Internal Affairs Division.

C. Shift Commander Responsibilities

1. Respond as quickly and safely as possible to the scene;
2. Notify Platoon Commander;
3. Coordinate and make timely updates to Platoon Commander.

D. Platoon Commander or Officer-in-Charge responsibilities

The platoon commander, or in his/her absence the ranking patrol supervisor, shall make notification to:

1. Division Commander;
2. Assistant Deputy Chief;
3. Deputy Chief of Police;
4. Chief of Police; and
5. Internal Affairs Division

The Chief of Police or his/her designee shall notify the States Attorney's Office and the Office of the Inspector General of police involved shootings.

E. Detective Division Responsibilities

The Detective Division shall investigate the criminal aspects of the incident that led to the discharge, and shall establish a separate investigation team, which will be responsible to investigate the discharge.

F. Internal Affairs Division Responsibilities

The Internal Affairs Division shall be notified and may be required to respond. An internal investigation may be required and is at the discretion of the Chief of Police. This investigation will be separate from any criminal investigation and upon completion they will report their findings to the Office of the Chief of Police.

2.2 Use of Force

XIV. USE OF FORCE TRAINING

A. The Training Division will maintain an awareness of the most up to date Use of Force Training curriculum/ standards (i.e. POSTC Use of Force Model Policy outlined in General Notice 21-05) and ensure that department policy adheres to such criteria and that personnel, including instructors, are trained according.

The Training Division will also ensure that personnel are trained in the most effective and reasonable methods of self-defense, use of non-lethal and lethal force as they pertain to the performance of a police officer's duties and responsibilities. The Training Division shall ensure the provision of proper training relative to the most effective and objectively reasonable and necessary use of force methods, and department issued equipment.

- Department in-service training shall ensure that officers receive use of force training, including use of force policy review.

Refer to Chapter 202 titled Training of this Duty Manual for more specific information relating to types of training.

B. Firearms Qualifications

1. Prior to being issued any firearm, sworn personnel shall attend applicable training (i.e. academy firearms and use of force training) with a qualified instructor and demonstrate an understanding of training curriculum and proficiency with said weapon.
    a. Prior to a firearm being issued to an officer/ placed into service, a department firearms instructor or armorer shall inspect and approve said weapon.
2. All sworn personnel shall qualify on an annual basis with their department issued firearms and shotguns. Such qualification shall be conducted by a POSTC certified firearms instructor. The qualification standards shall comply with or may exceed the standards used by POSTC.
3. Any officer who fails to re-qualify will be temporarily assigned to an administrative position and shall be prohibited from carrying a firearm until re-qualifying.
    a. Officers who did not re-qualify will undergo the following procedure:
        - The officer will be given up to eight (8) hours of remedial training and a second opportunity to qualify.
        - If unsuccessful on their third attempt officers may be sent for additional firearm training at a police or other appropriate firearm training facility.

2.2 Use of Force

- If the officer is still unable to qualify the Chief of Police shall take whatever measures he deems necessary.

4. Any officer removed from full duty status for Military leave, Administrative Suspension, or Voluntary Leaves of Absence shall surrender their firearm to the Quartermaster.

   Prior to returning to full duty status, an officer off full duty for injury or other reasons for any period exceeding two months, shall re-qualify with their weapon. Any injury that may affect mechanical ability when using a firearm will necessitate an evaluation and re-qualification with a firearms instructor, prior to return to full duty.

C. Firearms/ Ammunition Regulations

1. Unless otherwise authorized by the Chief of Police, officers of the Waterbury Police Department will carry only department issued firearms and ammunition on duty.
   a. The department issued handgun shall be the Smith & Wesson M&P chambered in .40 caliber.
   b. Department issued handgun ammunition shall be the Winchester .40 caliber S&W 165 grain SXT RA40TA cartridge.
2. Other special purpose weapons and ammunition shall be issued for use by qualified personnel, based on situational/ assignment requirements (i.e. Emergency Response Team Members and Patrol Rifle Officers).
   a. Department issued rifles, both Colt and Bushmaster variants, shall, while being carried on duty, loaded with the Federal Ammunition's .223, 62 grain cartridge.
   b. Department issued Remington 700 rifles shall be loaded with Federal .308 175 grain "Sierra Matchking" cartridge.
3. Department issued shotguns, the Mossberg M590A1 and Mossberg 590A1 12 Gauge Shotgun models, shall be secured in the vehicle mount of the cruiser in "ready condition" (empty and closed chamber) with the safety on. Six (6) 12 gauge slug rounds will be loaded in the magazine tube for the 18.5" model, and the 14" model will be loaded with five (5) rounds. Four (4) rounds of 12-gauge slug ammunition shall be stored in each of the shotguns "speed feed" stock.
   a. Department issued shotgun ammunition shall be the Federal Ammunition LE 12 Gauge 2-3/4" Rifled Slug
4. Department issued less lethal shotguns, the 12 gauge Mossberg M590A1 and 590A1 models, shall be loaded with the Defense Technology 12 gauge less lethal "Drag Stabilized Bean Bag" round.

2.2 Use of Force

5. Officers will be responsible for the care and cleaning of their issued weapons.
6. It will be the responsibility of the officer to report to their immediate supervisor any problems and/or malfunction with his/her issued weapon. It will be the responsibility of the supervisor to make arrangements for the issued weapon to be repaired and to have another weapon temporarily issued to the officer.
7. Supervisors shall periodically physically inspect issued weapons of their subordinate officers. The weapons will be inspected for cleanliness, and the condition of ammunition. The supervisor shall also inspect the issue magazines carried by subordinate officers for the same conditions.
8. Sworn members of the department shall carry their issued firearms in the department issued holster while on duty. Unless specifically authorized by the Chief of Police or his/her designee no officer shall carry their firearm without a holster, or in a holster that is inconsistent with the officer's training and departmental directives.
9. All officers shall strictly comply with the rules and regulations posted at the department firing range, or while using other firing range facilities for the purpose of training.
10. It shall be the responsibility of the Training Division to maintain a record of department issued weapons and conduct, on an annual basis, an inventory of department issued firearms. This inventory shall include the make, model, serial number of each firearm and their location (i.e. armory) or which officer the weapon is assigned to.

D. Off duty firearms

1. Service Weapons:
   Off duty officers may elect to carry their issued firearms and ammunition at any time within the confines of the State of Connecticut.

2. Privately owned weapons:
   Officers who carry privately owned firearms off duty shall be governed by Connecticut General Statutes. Weapons may be of any caliber. Weapons may be a revolver or semiautomatic. Ammunition is restricted to non-magnum, factory loaded ammunition. Officers shall qualify with and document weapons for off duty use with the Training Division.

ARTICLE 3 – STANDARD OPERATING PROCEDURES CONTINUED

3.4 Patrol Rifle

I. PURPOSE: The Department recognizes that the danger posed to officers and the public by unlawful active aggressors who are beyond the range and limits of sidearms, who employ personal body armor or who uses rifles, requires special equipment to mitigate. In order to preserve life under these extreme circumstances, the department provides and approves the deployment of the patrol rifle. The patrol rifle program is designed to enhance officer and public safety.

II DEFINITIONS:

- **Patrol Rifle** – The department authorized and provided rifle shall be the Colt LEM4, 14.5" barrel, semi-automatic only .223 caliber with pop-up rear sights.
- **Patrol Rifle Officer** – Any Patrol Officer who was chosen by the Chief to be assigned a patrol rifle and has completed the department training program for its use.
- **EOTech Sights** – An Electro-optic sighting system which applies holographic technology and are attached to the patrol rifle platforms. It is used to give the patrol rifle officer speed and accuracy. For the patrol officer the department authorized and provided sight will be the EOTech 512-A65/1.
- **Weaponlight** – A battery operated light which is attached to the patrol rifle. It is used to give the patrol rifle officer the necessary white light to view targets in low light conditions. For the patrol officer the department authorized and provided light will be the Surefire SF M500A-WH Weaponlight.

III. GENERAL REGULATIONS:

A. The Chief or his designee will choose who will be trained and who will be assigned to carry a patrol rifle.
B. Officers must successfully complete a department-approved training course before they are authorized to carry the patrol rifle. They must qualify annually with a department patrol rifle firearms instructor using their assigned patrol rifle.
C. The rifle and the issued equipment associated with the rifle shall not be modified in any way without the approval of the Chief or the Training Division.
D. Only department issued ammunition will be used in the patrol rifle while on duty.
E. All officers shall strictly comply with the rules and regulations posted in the department firing range, or while using other firing range facilities for the purpose of training.
F. Patrol Rifle Officers will take their assigned patrol rifle on patrol with them for each shift.

ARTICLE 3 – STANDARD OPERATING PROCEDURES CONTINUED

3.4 Patrol Rifle Continued

IV. Maintenance

A. It is the officer who is assigned to each rifle responsibility to maintain the rifle in good working order at all times. If a repair is to be made, a supervisor and the department certified armorer will be notified. The armorer will either complete the repair on the rifle or send it out to be repaired in a timely manner.

B. The rifle and its equipment will be inspected by the assigned officer each day prior to going on patrol. The rifle is to be clean and the issued equipment (weapon mounted light and EOTech sight) are to be in working order. The assigned officer is to be sure the batteries on the sight and weapon mounted light are charged.

C. Supervisors shall, on a monthly basis, physically inspect issued patrol rifles and the equipment of their subordinate officers. The weapons will be inspected for cleanliness, mechanism function and the condition of ammunition. The supervisor shall also inspect the issued magazines carried by subordinate officers for the same conditions.

V. Security and Storage

A. Assigned patrol rifle officers will store their rifle in their locker in either the issued soft case or issued hard case. The case with the patrol rifle will be kept in the assigned officer's locker when not on patrol, in an approved training situation or if it is out for repair.

B. The assigned patrol rifle officer will not remove the rifle from their lockers except when they take it on patrol, for approved training purposes or maintenance of the rifle. They will have to get approval from their Platoon Commander, the Training Division Director or his designee in order to remove their rifle for any other reason.

C. While on patrol the patrol rifles are to be stored in a department provided Storm hard case. The Storm case with the patrol rifle will be kept in the trunk of the cruiser.

D. Assigned patrol rifle officers are to be responsible for the security of the rifle. They are to be sure the trunk is closed and locked at all times to prevent unauthorized persons from gaining access to the weapon. The patrol rifle will not be kept in the passenger compartment area of the cruiser unless they are given permission by a supervisor.

ARTICLE 3 – STANDARD OPERATING PROCEDURES CONTINUED

3.4 Patrol Rifle Continued

E. The rifle shall be in the following condition while in the Storm case:

1. Chamber empty
2. Bolt forward
3. Trigger group disengaged (un-cocked)

G. Officers will not "charge" the rifle (chamber a round) unless they are deploying the rifle. After deployment, officers will "clear" the rifle in a safe location before returning the weapon to the Storm case.

H. If the patrol rifle officer is authorized to take their rifle home they are to follow all state laws in regards to storage of a firearm. The rifle is to be stored so that unauthorized persons cannot gain access to the weapon.

VI. Deployment

A. Use of the patrol rifle shall be in accordance with the provisions of the Waterbury Police Department's Chapter 102 Article 2 General Procedure 2.2 Use of Force. The patrol rifle shall be deployed where a pistol will lack sufficient range, accuracy, penetration capacity or in circumstances where the patrol rifle will provide a tactical advantage. It may also be deployed upon direction of a supervisor.

B. If the patrol rifle is deployed, a supervisor and CCC should be notified as soon as practical. The patrol officer should broadcast over the radio any potential of a crossfire situation.

C. Patrol rifle officers should be cognizant of the conditions at their target and beyond.

CHAPTER 202 TRAINING

ARTICLE 3 - STANDARD OPERATING PROCEDURES

3.1 Taser Conducted Energy Device

I. PURPOSE: To establish procedures and guidelines for the deployment and use of department issued Taser conducted energy device by department personnel and to ensure compliance with all applicable state statutes and regulations.

II. POLICY: It shall be the policy of the Waterbury Police Department that all officers will only use the level of force necessary to accomplish lawful objectives. Consistent with the Waterbury Police Department's Use of Force Policy (102.2.2) of using only the level of force that reasonably appears necessary to control or otherwise subdue combative, noncompliant, armed or violent individuals, the agency authorizes the use of the Taser Conducted Energy Device by a police officer. It is authorized as an alternative to employing higher levels of force in situations where time and circumstances exist for Taser use for the de-escalation of potentially violent confrontations. The Waterbury Police Department shall conduct an annual review of all Taser deployments in the field to evaluate Taser policy compliance. Effective January 1, 2016, it shall be the policy of the Waterbury Police Department to complete the POST EDW/CEW Annual Report as required by state statue and submit said report to the State of Connecticut Criminal Justice Policy and Planning Division covering the preceding year no later than January 15th.

III. DEFINITIONS:

1. Utilizing: The act of removing a Taser conducted energy device from the plastic carrying holster and pointing the Taser in the direction of a non-compliant individual.

2. Deployment: Does not include the mere removal of the CEW from the holster but does include the use, meaning trigger pull with discharge of prongs, of a Taser Conducted Energy Device against any person or animal.

3. Arc: Does not include the mere removal of the CEW from the holster but does include the pressing of the Arc Switch on either side of the CEW to energize the cartridge bays without the discharge of prongs prior to or after a deployment has occurred.

4. Display Only: The illumination of the laser sight onto an individual.

5. Conducted Electrical Weapon (CEW): (Also referred to as an "Electrical Defense Weapon", Taser Conducted Energy Device, or "EDW"). The CEW is a less than lethal weapon designed to disrupt a subject's central nervous System by deploying battery-powered electrical energy sufficient to cause uncontrolled muscle contractions and override voluntary motor responses.

6. Physical Force: Per CGS 53a-22, police officers are justified in using physical force when and to the extent that he or she reasonably believes such to be necessary to: (1) Effect an arrest or prevent the escape from custody of a person whom he or she reasonably believes to have committed an offense, unless he or she knows that the arrest or custody is unauthorized; or (2) defend himself or a third person from the use or imminent use of physical force while effecting or attempting to effect an arrest or while preventing or attempting to prevent an escape.

ARTICLE 3 - STANDARD OPERATING PROCEDURES

3.1 Taser Conducted Energy Device Continued

7. Less –Than-Lethal Force: A use of force which is not likely to cause death or serious physical injury.

8. Active Resistance: Any physical act, or failure to act, undertaken by a subject, against an officer, that could reasonably interfere with or defeat a lawful attempt by the officer to gain physical control of the subject.

9. Passive resistance: The mere failure or refusal to cooperate with the lawful directions of a police officer by one or more unarmed, non-violent persons, such as in the case of an act of civil disobedience or a non-violent handcuffed prisoner.

10. Tilt Select: A feature of the Taser 7 CEW that allows an officer to toggle between the cartridge bays to select the most optimal type of cartridge to deploy under the circumstances by quickly rotating the CEW 90 degrees so that it is sideways, perpendicular to its upright position and return the CEW to its upright position in less than 1 second.

IV. PROCEDURES:

A. Less Than Lethal Force Conditions

1. The Taser may be used in circumstances where use of forced is justified as stated in section IV. "Justified Use of Force" section A and section VI. "Procedures" section B of the Use of Force Policy (Chapter 102.2.2 Duty Manual).

2. The Taser may be used at the officer's discretion when:
   - Other less-lethal force options have been ineffective, or
   - It reasonably appears that other less-lethal options will be ineffective, or
   - It is deemed a reasonable alternative to other options that may be inappropriate given the circumstances.

3. The Authorized Use of Force options (reference Chapter 102, Article 2, Section 2.2: "Use of Force") lists Electronic Defense Devices which is synonymous with Taser Conducted Energy Device used in this policy. Authorized Use of Force Options provide the officer with various types of force to utilize. Officers should make an objectively reasonable determination regarding the acceptable level of force necessary to accomplish their lawful purpose, based on the potential threat, level of aggression or other given circumstances.

B. Deployment Techniques

1. In conditions where Less Than Lethal Force is authorized, the point of aim and desired impact points on the subjects will be lower- center body mass (mid to lower abdomen area, while avoiding chest shots when possible.) The best effects will be from engaging the major muscle groups in the back, so, if possible, maneuver to shoot from the rear. This will avoid strikes to

ARTICLE 3 - STANDARD OPERATING PROCEDURES

3.1 Taser Conducted Energy Device Continued

the face, neck, and groin area as well. Intentional direct impacts to the face, neck, and groin area are to be avoided when possible.

2. Whenever possible, prior to Taser deployment, a loud, clear warning of "TASER, TASER" should be given to announce the deployment. This informs others that Less-Than-Lethal rounds are being deployed, not live fire lethal rounds. When engaging a target, the Officer should evaluate the effectiveness of the deployment. Compliance and/or incapacitation are the desired goals.

3. The officer deploying the Taser shall continually re-evaluate and assess the situation and terminate the use of the Taser once compliance had been accomplished. If compliance has been achieved simply by the mere threat or displaying of the Taser the officer shall not discharge the Taser.

4. A Taser should be aimed by use of the aiming laser(s), when possible. Fixed sights shall be used when the laser sight(s) are ineffective or as a secondary aiming tool.

5. The Taser 7 is capable of firing two probes at two different probe angles from two types of cartridges, Close Quarters (CQ) and Stand Off (SO), both at a maximum distance of 25 feet. The optimum shot for effectiveness is 4 to 10 feet from the target with a CQ cartridge (12 degree angle) and 12 to 22 feet from the target with a SO cartridge (3.5 degree angle). The minimum shot for officer safety is generally regarded as 3 feet, but if necessary, it may be utilized as a contact device. Each pull of the trigger will activate a 5-second discharge, which should disrupt the sensory and muscle control of the subject. The greater the probe separation the better the effectiveness. Officers should take into consideration the capabilities and limitations of the Taser 7 whenever employing it in close quarters of less than 4 feet or at targets farther than 22 feet away.

6. Officers, when possible, should give verbal commands after deploying the Taser. Once the officer has deployed the Taser and taken physical control of the subject or at the point in time where the subject has complied there should be no further use of the Taser. Officers should keep in mind that an energized subject may not be able to respond to commands during or immediately following deployment. Therefore, officers should deploy the Taser for one standard cycle (5 seconds) and then evaluate the situation to determine if subsequent cycles are necessary. The Taser 7 is configured for Automatic Shutdown and the cycle should stop at 5 seconds even if the trigger is continuously held plus it should emit an audible alarm prior to the 5 second mark as a warning.

7. The Taser may be used in the "Drive Stun" mode after or prior to the deployment of either type of cartridge in keeping with manufactures recommendations. It is important to note that when the device is deployed in this manner, it is primarily a pain compliance tool; is minimally effective compared to a conventional cartridge deployment; and is more likely to leave marks on the subject's skin.
    a. Each application of the Taser should be independently justifiable.
    b. Officers should only deploy the Taser to the extent necessary to gain control of the subject.

ARTICLE 3 - STANDARD OPERATING PROCEDURES

3.1Taser Conducted Energy Device Continued

8. When an officer is faced with the threat of lethal force, a second officer should provide, lethal force cover. CEW devices should be utilized if time and opportunity exist to deploy the device without risk to innocent persons or the officers. If there is no other officer available to provide immediate lethal force cover, the confronted officer is encouraged to cover the subject with lethal force only.

9. The Taser should not be pointed at any individual unless the officer involved reasonably believes it will be necessary to use the device. The Taser is not to be used punitively or used for coercion or threat in the absence of actual or threatened physical resistance. Unauthorized or improper use of this device is strictly prohibited.

10. The Taser shall not be used when:
    - On any subject demonstrating only passive resistance.
    - The operator cannot, for safety or other reasons, approach the subject within effective range of the device.
    - In proximity to flammable liquids, gases, blasting materials or any other highly combustible materials that may be ignited by use of the device, including but not limited to any subject who may have been contaminated with combustible liquids.
    - It is reasonable to believe that incapacitation of the subject may result in serious injury or death (e.g., where the suspect's fall may result in serious injury or death or cause the suspect to drown).

11. In non-lethal force situations, while not prohibited, when possible, officers should avoid using the Taser on those individuals more susceptible to injury, such as, but not limited to:
    - persons operating a vehicle.
    - pregnant women.
    - individuals with known neuromuscular disorders such as muscular sclerosis, muscular dystrophy, or epilepsy.
    - persons very young or old or obviously feeble.
    - persons equipped with a pacemaker, the infirm, or those in obvious ill health.
    - and in conjunction with another Taser or any other electrical restraint device that may collectively exceed electrical power levels on the subject.

12. Officers shall not carry the Taser as an off-duty weapon. Desk personnel have the option of carrying the Taser while working the Desk Area.

A. Administration

1. The Taser, cartridges, Taser battery, and holster pack will be issued to designated officers who have been trained by a qualified instructor and demonstrated proficiency in the use of the device. Unless otherwise authorized by an instructor, the Taser shall be carried as standard issued equipment, on the gun belt, on the support side, in the cross-draw position and holstered with the safety engaged. Authorized personnel will record and maintain a record of the serial number of the Taser, cartridges, and batteries that are issued to each officer in evidence.com.

ARTICLE 3 - STANDARD OPERATING PROCEDURES

3.1 Taser Conducted Energy Device Continued

2. Prior to each shift the officer shall examine the Taser and ensure the Battery Pack displays an energy cell life greater than 20%. Axon recommends Officers charge their Battery Pack on the Taser Dock once every thirty (30) days. If an Officer requires the need for a replacement Battery Pack through the course of their shift, they may request a replacement from the AO. Prior to replacing the Battery Pack the data from the Battery Pack will be uploaded by the AO to evidence.com by placing the battery pack on to a Taser Docking Station within the Administrative Lieutenant's Office. **NOTE:** Officers are to point the Taser in a safe direction during loading, unloading, or when handled in other than an operational deployment.

3. Replacement batteries and cartridges will be available from the Administrative Lieutenant who will confirm the Battery Pack and cartridge data has been recorded and the serial numbers are logged into evidence.com prior to issuing replacement units. The AO or authorized personnel will be responsible for assigning and unassigning Tasers, Battery Packs, and cartridges through evidence.com or through the Axon Device Manager application. **NOTE:** With Taser 7, deployment data is not only stored on the CEW but also on the deployed cartridges.

4. Taser cartridges will be carried within the cartridges bays of the Taser and shall not be carried loosely in pockets or in similar fashion as static electricity may cause discharge and serious injury.

5. Prongs that have been removed from suspects shall be treated in accordance with agency policy on handling and storage of biohazardous materials. Prongs will not be submitted into evidence unless circumstances exist, in the officer's judgment, that it is warranted.

6. Testing and maintenance of the Taser shall be consistent with manufacturer's specifications. When conducting a function test on a Taser 7, Officers shall place their Taser into Function Test Mode to avoid activating Body Worn Cameras. Cartridges should be stored in a cool, dry environment and should normally be replaced after two years. Tasers should not be left in direct sunlight due to the possible adverse effects on plastic parts.

B. Prong Removal and Medical Treatment

1. Officers shall ensure that prompt medical attention is afforded to all persons who have been affected using the Taser and all persons shall be transported to the Hospital. Only in extreme cases shall a trained officer remove the prongs on scene. In these extreme cases, the probes can be removed once the subject is contained and in handcuffs, in accordance with the department's recommended method. The cartridge shall be disengaged from the Taser unit. The probes shall be removed from the subject, inspected to ensure the prong is intact and replaced in the spent cartridge housing. The unit shall be properly disposed of at headquarters or the hospital. The area from which the prongs were removed shall be cleansed with an antiseptic or alcohol wipe. However, the preferred method for prong removal is for medical personal to perform the removal.

2. If the Taser prong barb tip breaks off and remains imbedded in the skin the subject will be transported to the hospital for medical treatment. Only medical staff shall remove probes that are imbedded in the face, neck, or groin area.

ARTICLE 3 - STANDARD OPERATING PROCEDURES

3.1 Taser Conducted Energy Device Continued

3. All persons afflicted by the Taser in any manner shall be transported to the hospital.

C. Reporting

- Officers utilizing or deploying the Taser shall notify their supervisor of such utilization or deployment of the Taser as soon as practical and prior to leaving the scene. Use of the Taser is considered a use of force and a Use of Force Form P-25 shall be completed by the Officer utilizing or deploying the Taser along with the incident report and or supplementary report after utilization or deployment of the Taser has occurred. The Taser is not classified as a firearm therefore a firearm discharge report is not necessary.
- The Officer utilizing or deploying the Taser shall indicate in their Use of Force report, in addition to the standard required information, the serial number of the Taser unit and cartridge used, locations of impact on the subject, any acts of non-compliance by the subject, any verbal commands given by the officer and the number of cycles applied
- Officers shall complete an incident report detailing the facts and circumstances of the incident. In addition to the standard required information, officers shall document the actions of the subject prior to the Taser being deployed. This includes any verbal or visually perceived threats, weapons or other circumstances that were determining factors in the deployment of the Taser.
- With the exception of training, all instances of Taser utilization or deployment whether on duty or off duty, including accidental discharges, shall be reported immediately and a response to resistance form completed.

D. Supervisory Responsibilities

1. The Supervisor shall respond to the scene of the Taser deployment as soon as they are notified of the Taser deployment.

2. The supervisor will ensure the electronic Use of Force Form has been completed and that the elements in section E(2) and E(3) are documented in the report.

3. Supervisors shall ensure that proper medical attention has been provided to the subject and when approved, the prongs are properly secured or disposed of. They shall verify the serial number of the cartridge that was deployed by inspecting the cartridge itself.

4. The supervisor will ensure that the discharged Taser is taken, as soon as practical, to the Administrative Officer's Office or any location within the police department that has a Taser Docking Station. The Battery Pack of the Taser used in deployment shall be inserted in a Taser Docking Station to have all data containing discharge information from the incident uploaded to evidence.com for review. The supervisor shall confirm with the AO that the information has successfully uploaded to evidence.com prior to the removal of the Battery Pack from the Taser Docking Station.

ARTICLE 3 - STANDARD OPERATING PROCEDURES

3.1 Taser Conducted Energy Device Continued

E. Training

1. Only officers who have successfully completed the department's approved course of instruction on the Taser are authorized to use it in tactical situations. Officers shall receive Taser refresher training annually.

2. The Training Division will maintain a list of officers who have been trained in the use of the Taser.

F. Taser Uploading Procedures

1. Any use of a department issued Taser will require the upload of the data from the deployed Taser Unit. Several Taser Docks are installed in multiple locations within the police department and other authorized locations including the Administrative Lieutenant's Office, Prep Room, Vice/Detective Bureau, Community Relations, GTF/Academy, Training Division, and PAL. The data of deployed unit(s) will be uploaded by inserting the Battery Pack of the deployed Taser(s) into any of the Taser Docking Stations and recorded into evidence.com.

2. The Administrative Lieutenant or authorized personnel will log into evidence.com and confirm that the data from the deployed Taser was successfully uploaded by cross checking the Officer and their Taser serial number with the Device Log information.
3. The Administrative Lieutenant or authorized personnel will log into evidence.com. Select the Inventory tab, then select the "CEWs" box, then click on the "CEW SEARCH" tab, and finally search for the serial number of the Taser or name of the Officer. Click the serial number of the Taser associated to the Officer and then click the "Device Log" button in the following window. From the list displayed select the appropriate box next to the event related to the incident. Once the appropriate box is selected/highlighted, click the "Copy to Evidence" button. A new window will generate the read out of the Taser event related to the incident. Here the Title, Case ID number, and Category box can be labeled; exactly the same method as labeling a body worn camera video. In order to obtain a hard copy, from this window, click the download button and a PDF version can be saved to the appropriate file location.

State of Connecticut - Police Officer Standards and Training Council
USE OF FORCE REPORT

CASE AND SUBJECT INFORMATION SECTION

Police Department Information

Case Number # | PD Town | Agency #

Waterbury | 151

Date of Report

Incident Information

Date of Inc. | T.O.D. | AM PM

Incident Apt/Unit #

Incident Street Address

Incident City Waterbury | State CT

Subject's Information

First Name | Last Name | Date of Birth

Apt/Unit #

Address Street

Address City | State

Race

-

Hispanic: Yes / No

Sex: Male / Female

Subject Height & Weight: Feet | Inches | Pounds

PRE-INCIDENT INFORMATION SECTION

Officer's First Name | Officer's Last Name | Officer's Badge Number | Officer Self Identified: Yes / No

Origins of Initial Contact | Officer's Assignment | Officer's Arrival Transport | Officer's Arrival Uniform

- | - | - | -

Officer's Arrival Notes

Activity That Led To Incident (Check All That Apply)

- [ ] Welfare Check
- [ ] Medical Emergency
- [ ] Potential Mental Health Incident
- [ ] MV/Traffic Stop
- [ ] Execute Warrant
- [ ] Other

- [ ] Possible Crime in Progress

Crime #1 -

Crime #2 -

Crime #3 -

Crime #4 -

Crime #5 -

Location Environment (Check All That Apply)

		Type
[ ] Subject's Residence	[ ] Indoors - Public Building	
[ ] Other Residence	[ ] Indoors - Private Property	
[ ] Outdoors - Public Area	[ ] Educational Facility	
[ ] Outdoors - Priv. Property	[ ] Commercial Establishment	

OFFICER ASSESSMENT OF SCENE AND SITUATION SECTION

Officer's Initial Perception of Subject (Check All That Apply)

- ☐ Non-Aggressive
- ☐ Previous Hostility Toward LEO
- ☐ Possibly Under the Influence
- ☐ Emotionally Disturbed
- ☐ Actively Aggressive (Verbal)
- ☐ Actively Aggressive (Physical)
- ☐ Armed with
- ☐ Other

Subject's Initial Resistance Resulting in Use of Force (Check All That Apply)

- ☐ Threat/Hostile
- ☐ Dead Weight/Non-Compliant
- ☐ Fleeing
- ☐ Suicidal
- ☐ Fighting Stance/Combative
- ☐ Threatening Use of Force
- ☐ Un-Armed Assault
- ☐ Armed Assault with -
- ☐ Other

APPLICATION OF FORCE NARRATIVE SECTION

☐ Use of Force Warning Provided to the Subject?

OFFICER'S ACTIONS

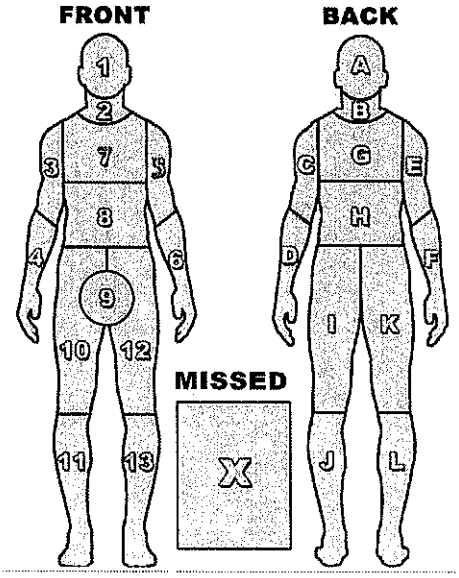
#	Control Category	Control Method	Body Region	# of Strikes
1	-		-	
2	-		-	
3	-		-	
4	-		-	
5	-		-	
6	-		-	
7	-		-	
8	-		-	
9	-		-	

SUBJECT'S ACTIONS

Response Category	Response Method
-	
-	
-	
-	
-	
-	
-	
-	
-	

Use of CEW Details

- Serial # on CEW(s) Deployed
- Serial # on Cartridge(s) Deployed
- Type of Cartridge
- # and Length of Display of Arc (sec.)
- # and Length of Drive-Stun Applications (sec.)
- # and Length After Probe Contact (sec.)
- Time Between Applications (sec.) #1 ☐ #2 ☐ #3 ☐
- CEW was Downloaded by Whom?



Body Regions Template

Use of OC Spray Details

	Yes	No	N/A
Subject Permitted to De-contaminate After Transport?	○	○	
Medical Treatment Required?	○	○	
Was OC Spray Effective?	○	○	
Number of OC Spray Applications			

Use of K-9 Details

K-9 Handler First Name | K-9 Handler Last Name | Officer Badge #

K-9's Name | K-9's Badge #

POST - INCIDENT INFORMATION SECTION

OFFICER Injuries (Check All that Apply)	SUBJECT Injuries (Check All that Apply)
☐ None	☐ None
☐ Officer Complaint of Pain	☐ Subject Complaint of Pain
☐ Officer Contusion/Bruise	☐ Subject Contusion/Bruise
☐ Officer Abrasion/Laceration	☐ Subject Abrasion/Laceration
☐ Officer Blunt Trauma/Concussion	☐ Subject Blunt Trauma/Concussion
☐ Officer Fracture/Dislocation	☐ Subject Fracture/Dislocation
☐ Officer Chest Pains	☐ Subject Chest Pains
☐ Officer Breathing Difficulty	☐ Subject Breathing Difficulty
☐ Officer Probe Puncture Only	☐ Subject Probe Pucture Only
☐ Officer Gunshot	☐ Subject Gunshot
☐ Officer Death	☐ Subject Death
☐ Unknown	☐ Unknown
☐ Other	☐ Other
Checked by Medical?	
☐ Yes ☐ Refusal ☐ N/A	☐ Yes ☐ Refusal ☐ N/A
Transported to Hospital?	
☐ Yes	☐ Yes

INCIDENT ANALYSIS AND SUMMARY SECTION

Was Supervisor Notified?

○ Yes ○ No ☐ N/A Time of Notification AM PM

Was Supervisor at the Scene?

○ Yes ○ No ☐ N/A

Supervisor's First Name | Supervisor's Last Name | Supervisor's Badge #

Video Footage Available? ○ Yes ○ No

Video Footage Type? (Hold Control Button for Multi-Selection)

- Body Worn
- Cell Phone
- Commercial Building
- Motor Vehicle

Officer Comments

Officer's Comments

Officer's First Name | Officer's Last Name | Officer's Badge Number

Officer's Ink Signature

Or

Officer's Digital Signature

Email to Supervisor

Supervisor Comments

- [ ] I find this use of force by this officer to be within POSTC policy.
- [ ] I find this use of force by this officer to be outside POSTC policy, but reasonable and necessary.
- [ ] I find this use of force by this officer to be outside POSTC policy.
- [ ] Needs further review.

Supervisor Narrative Supporting Findings (Mandatory)

Supervisor's Evaluation

Supervisor's First Name | Supervisor's Last Name | Supervisor's Badge Number

Supervisor's Ink Signature

Or

Supervisor's Digital Signature

Email for Review

○ Yes ○ No Dept. use only: This incident meets the POSTC requirement for submission to the State.

APPENDIX B

DEPARTMENT OF POLICE SERVICES
255 EAST MAIN STREET
WATERBURY, CONNECTICUT 06702

Fernando Spagnolo
Chief of Police

John D. Napiello
Deputy Chief of Police

Daniel T. Lauer
Deputy Chief of Police

To: All Sworn Police Personnel

From: Fernando C. Spagnolo Jr., Chief of Police #451

Date: 2/8/23

Re: #23-001: Waterbury School Based Arrest Protocol

==========

EFFECTIVELY IMMEDIATELY if an arrest is going to be made at a school in Waterbury. The XO Lieutenant is to respond and assess the situation and authorize the arrest to be made. In determining the factors used to make an arrest, the supervisor shall consider if a physical injury occurred that required immediate medical treatment. If the XO Lieutenant is unavailable then the AO Lieutenant shall go. If the AO Lieutenant is unavailable then a Captain shall go. If a Captain is unavailable then a Deputy Chief shall go. If a Deputy Chief is unavailable, then the Chief shall go.

The supervisor (Lieutenant or above) that responds shall do a supplement outlining (at a minimum) the factors, why the arrest was necessary, and that s/he was on scene. THIS REPORT MUST BE COMPLETED BEFORE THE END OF SHIFT. If the report cannot be finished by the end of shift then the Chief's Office shall be immediately notified.

The XO END OF SHIFT EMAIL shall contain any incident resulting in an arrest at a Waterbury School with at a minimum how many arrests were made, which Waterbury School arrest was, name of arresting officer, and which supervisor was on scene.

DEPARTMENT OF POLICE SERVICES
255 EAST MAIN STREET
WATERBURY, CONNECTICUT 06702

Fernando Spagnolo
Chief of Police

John D. Napiello
Deputy Chief of Police

Daniel T. Lauer
Deputy Chief of Police

To: All Sworn Police Personnel

From: Fernando C. Spagnolo Jr., Chief of Police

Date: 6/20/23

Re: #23-006: Update on Waterbury School Based Arrest Protocol

==========

This memo takes place and provides an update to Chief Memorandum #23-001: Waterbury School Based Arrest Protocol sent out on 2/8/23, and Deputy Chief of Administration memorandum 23-002: Update-Responses to Calls for Service involving Waterbury Students sent out 3/10/23.

Summer School shall be defined as an educational requirement by Department of Education that a student shall attend one of the public schools for the summer months. This includes bus stops, and busing provided to students for summer school. *This definition does not include PAL Northwest Regional Investment Board or Park and Recreation activities that occur at the schools.*

EFFECTIVELY IMMEDIATELY if an arrest is going to be made at a school in Waterbury. The XO Lieutenant is to respond and assess the situation and authorize the arrest to be made. In determining the factors used to make an arrest, the supervisor shall consider if a physical injury occurred that required immediate medical treatment. If the XO Lieutenant is unavailable then the AO Lieutenant shall go. If the AO Lieutenant is unavailable then a Captain shall go. If a Captain is unavailable then a Deputy Chief shall go. If a Deputy Chief is unavailable, then the Chief shall go.

The supervisor (Lieutenant or above) that responds shall do a supplement outlining (at a minimum) the factors, why the arrest was necessary, and that s/he was on scene. THIS REPORT MUST BE COMPLETED BEFORE THE END OF SHIFT. If the report cannot be finished by the end of shift then the Chief's Office shall be immediately notified.

The XO END OF SHIFT EMAIL shall contain any incident resulting in an arrest at a Waterbury School with at a minimum how many arrests were made, which Waterbury School arrest was, name of arresting officer, and which supervisor was on scene.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.1

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a Professional Services Agreement with Presidio Networked Solutions Group, LLC (RFP #8007) for Cisco Switch Replacement and Network Infrastructure Upgrade.

Memorandum

To: Board of Aldermen
Board of Education

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

Date: August 6, 2024

Re: Executive Summary/Approval Request – Professional Services with Presidio Networked Solutions Group, LLC for Cisco Switch Replacement Project.

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced Cisco Switch Replacement Project between the City of Waterbury and Presidio Networked Solutions Group, LLC. The total compensation for the contract is $1,855,604.81, with $1,670,044.33 (90%) of the payment covered by the Federal E-Rate program and $185,560.48 (10%) by the General Fund.

This contract was initiated under the Request for Proposal (RFP #8007). There were two (2) bidders for this project, with Presidio Networked Solutions Group, LLC being the most qualified and responsible bidder.

The Cisco Switch Replacement Project is a comprehensive initiative to modernize and optimize our network infrastructure across all schools. This project involves removing outdated network equipment and installing and configuring new Cisco switches to ensure enhanced performance, security, and reliability.

Key components of the project include:

1. **Removal and Replacement of Old Equipment:** To improve network performance, outdated switches and associated hardware will be carefully removed and replaced with the latest Cisco technology.
2. **Configuration of New Equipment:** The new Cisco switches will be configured to support advanced network features, ensuring optimal operation and alignment with current and future requirements.
3. **Continuity of Service:** A critical aspect of the project is maintaining uninterrupted service across all schools. This will be achieved through meticulous planning and phased implementation to minimize downtime.
4. **Rewiring of Data Closets:** All data closets will be rewired to accommodate the new switches and ensure an organized, efficient setup.
5. **Implementation of a Color-Coded VLAN (Virtual Local Area Network) Structure:** To streamline network management and troubleshooting, a color-coded VLAN structure with corresponding colored data cables will be implemented.

The primary goal of this project is to significantly enhance the network's performance, security, and reliability, ensuring it meets the demands of modern educational environments. It supports future growth and technological advancements by working with a certified integrator who can meet the complex requirements of the school network.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8007
for
Cisco Switch Replacement and Network Infrastructure Upgrade
between
The City of Waterbury
and
Presidio Networked Solutions Group, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Presidio Networked Solutions Group, LLC (the "Consultant", collectively with the City, the "Parties"), located at Suite 100, 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, a State of Connecticut duly registered domestic limited liability company.

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8007** for Cisco Switch Replacement and Network Infrastructure Upgrade (the "Project"); and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8007**; and

WHEREAS, the City desires to obtain the Consultant's services to complete the Project pursuant to the terms, conditions and provisions set forth in this Agreement.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of Cisco Switch Replacement and Network Infrastructure Upgrade 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. 8007**, dated February 5, 2024, consisting of 2 pages, attached hereto;

1.1.2 **RFP No. 8007**, consisting of 67 pages, attached hereto;

1.1.3 Consultant's Response to **RFP No. 8007**, consisting of 88 pages, attached hereto;
1.1.4 Consultant's Cost Proposal for **RFP No. 8007**, consisting of 10 pages, attached hereto;
1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6 City Contract Compliance Documents, incorporated herein by reference;
1.1.7 Certificates of Insurance, incorporated herein by reference;
1.1.8 Licenses, incorporated herein by reference;
1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

1.2.1 All applicable Federal, State, and local statutes, regulations, charter, and ordinances
1.2.2 Any and all Amendments and Change Orders, issued by the City after execution of this Contract
1.2.3 This Contract
1.2.4 Consultant's Cost Proposal
1.2.5 Any Addendums to **RFP No. 8007**
1.2.6 **RFP No. 8007**
1.2.7 Consultant's Response to **RFP No. 8007**

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 the use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations Regarding Qualifications. The Consultant hereby represents that,

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

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

2.4. **Criminal Background Check and DCF Registry Check.** The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

3. **Responsibilities of the Consultant.** All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant

disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. 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. The 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 responsibility to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services or functions are included in this Contract and thereby warrants that:

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

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

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

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

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

3.7.6 It has given the City written notice of any conflict, error or discrepancy that

the Consultant has discovered in the Proposal Documents; and

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

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

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

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

5. Contract Time. The Consultant shall complete all work and services required under this Contract within one (1) year from the date of the Mayor's execution of this Contract.

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

5.3. Delay Damages.

5.3.1 Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall

be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will 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 Contract Time is reasonable for the completion of the Work.

5.3.2 The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Milestones Dates, as set forth in Section 5.1, 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.

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

5.3.4. 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 Consultant for the 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 EIGHT HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED FOUR AND 81/100 DOLLARS ($1,855,604.81)** for the entire one (1) year term of this Contract for the speeds and locations as set forth in the Consultant's Cost Proposal, listed in Section 1.1.4 above. It is anticipated that if awarded the USF E-Rate program will pay ninety percent (90%) of the above fee and the City will pay ten percent (10%) of the fee. The Parties recognize and agree that the percentage of payments listed herein may vary based upon the amount awarded from the USF E-Rate program. Therefore, the payment and amount of payment by the City is contingent upon the award of the USF E-Rate program funding and following

payment schedule:

6.1.1 The ninety percent (90%) annual USF E-Rate payments, to be paid directly from USAC to the Consultant in the amount up to for a total not to exceed the amount of **ONE MILLION SIX HUNDRED SEVENTY THOUSAND FORTY-FOUR AND 33/100 DOLLARS ($1,670,044.33)** for the entire one (1) year term of this Contract. Said fee will be billed by the Consultant to USAC on a monthly basis and paid by USAC in accordance with its payment algorithms and schedules; and

6.1.2 The City shall pay the Consultant in an amount not to exceed **ONE HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED SIXTY AND 48/100 DOLLARS ($185,560.48)** for the entire one (1) year Contract. Payment from the City is contingent upon the E-Rate Payments as set forth in 6.1.1 above.

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 determined 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. 8007** 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 General Aggregate
$ 2,000,000.00 Products/Completed Operations Aggregate

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

9.4.2 Automobile Liability Insurance:
$ 1,000,000.00 Combined single limit ("CSL")

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

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

Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:
$ 1,000,000.00 Per Occurrence
$ 1,000,000.00 Aggregate

9.5. **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 is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of the Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

10. **Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNITY ACT; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 **CFR** Part 3); **DAVIS-BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); **THE HOUSING**

AND COMMUNITY DEVELOPMENT ACT OF 1974, as amended; **TITLE 31** and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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 for by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations relating to 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 another 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 ofaccount 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 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 changes 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. 8007** and (ii) the

Consultant's proposal responding to the aforementioned **RFP No. 8007**.

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

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

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

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

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

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

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

Consultant:	Presidio Networked Solutions Group, LLC Suite 100 200 Glastonbury Boulevard Glastonbury, Connecticut 06033
City:	City of Waterbury Board of Education Information Technology Department

236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
Third Floor
City Hall Building
235 Grand Street
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 Chapters 38 and 39 of the 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 ofInterest"].

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

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

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

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

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

WITNESSES:

Sign:_____
Printed name:

Sign:_____
Printed name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date:_____

WITNESSES:

Sign:_____
Printed name:

Sign:_____
Printed name:

PRESIDIO NETWORKED SOLUTIONS, LLC

By: _____
Printed Name:_____

Date:_____

ATTACHMENT A

1. Addendum 1 to **RFP No. 8007**, dated February 5, 2024, consisting of 2 pages, attached hereto;
2. **RFP No. 8007**, consisting of 67 pages, attached hereto;
3. Consultant's Response to **RFP No. 8007**, consisting of 88 pages, attached hereto;
4. Consultant's Cost Proposal for **RFP No. 8007**, consisting of 10 pages, attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
6. City Contract Compliance Documents, incorporated by reference;
7. Certificates of Insurance, incorporated by reference;
8. Licenses, incorporated by reference; and
9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated by reference.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.2

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a Professional Services Agreement with Environmental Systems Company (RFP #8137) for Upgrades and Expansions to School Security Video Surveillance and Access Control Systems.

Memorandum

To: Board of Aldermen
Board of Educatino

From: Will Zhuta, Director of Technology, Department of Education
Dan Barry , Director of Security, Department of Education

Date: August 6, 2024

Re: Approval Request/Executive Summary – Professional Services Agreement with Environmental Systems Company for Upgrades and Expansions fot School Security Video Surveillance and Access Control Systems.

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced School Security Video Surveillance and Access Control contract between the City of Waterbury and Environmental Systems Corporation. The total compensation for the contract is $889,812.00, with $709,545.36 of the payment covered by the State of CT Department of Emergency Services and Public Protection grant award and $180,266.64 by the General Fund.

This contract was initiated under the Request for Proposal (RFP #8137). There were two (2) bidders for this project, with Environmental Systems Corporation, Inc. being the most qualified and responsible bidder.

This contract will allow Waterbury Public Schools to work with a certified integrator who can meet the complex requirements of the current school security system. The integrator will design, install, train, and provide three years of warranty on parts and labor for the following schools: Adult Education, Carrington, Chase, Crosby, Duggan, Gilmartin, Reed, Sprague, Wallace, Washington, Wendell Cross, West Side Middle, Waterbury Arts Magnet, and Crosby Track.

The School Security Video Surveillance and Access Control project will consist of a new Milestone network digital video recording servers, door access controllers, door nodes and strikes, Axis digital cameras, and new front door video entry systems.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8137
for
UPGRADES AND EXPANSIONS
to
SCHOOL SECURITY VIDEO SURVEILLANCE AND ACCESS CONTROL SYSTEMS
between the
CITY OF WATERBURY
and
ENVIRONMENTAL SYSTEMS COMPANY

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Environmental Systems Company (the "Consultant", collectively with the City, the "Parties"), located at 18 Jansen Court, West Hartford, Connecticut, a duly registered Connecticut corporation.

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8137** for Cisco Switch Replacement and Network Infrastructure Upgrade; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8137**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of upgrades and expansions to school security video surveillance and access control systems 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 The two addenda to **RFP No. 8137**, attached hereto;

1.1.2 **RFP No. 8137**, attached hereto;

1.1.3 Consultant's Response to **RFP No. 8137**, dated July 11, 2024, consisting of 43 pages, attached hereto;

1.1.4 Consultant's Cost Proposal, dated July 16, 2024, consisting of 4 pages, attached hereto;

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

1.1.6 City Contract Compliance Documents, incorporated herein by reference;

1.1.7 Certificates of Insurance, incorporated herein by reference;

1.1.8 Licenses, incorporated herein by reference;

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

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

1.2.1 All applicable Federal, State, and local statutes, regulations, charter, and ordinances;

1.2.2 Any and all Amendments and Change Orders, issued by the City after execution of this Contract;

1.2.3 This Contract;

1.2.4 Any Addendums to **RFP No. 8137**;

1.2.5 **RFP No. 8137**;

1.2.6 **Consultant's Cost Proposal**; and

1.2.7 Consultant's Response to **RFP No. 8137**

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

2.1. Representations Regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this

Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

2.4. **Criminal Background Check and DCF Registry Check.** The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

2.5. **Activities, Work, and Services Performed on other City Property (Non-**

Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

3. **Responsibilities of the Consultant.** All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. 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 on 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 responsibility to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services or functions are included in this Contract and thereby warrants that:

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

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

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

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

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

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

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

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

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

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

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

5. Contract Time. The Consultant shall complete all work and services required under this Contract within one (1) year from the date of the Mayor's execution of this Contract.

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

5.3. Delay Damages.

5.3.1 Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will 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 Contract Time is reasonable for the completion of the Work.

5.3.2 The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Milestones Dates, as set forth in Section 5.1, 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.

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

other damages allowed by law, including attorney's fees.

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

6.1 Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **EIGHT HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED TWELVE DOLLARS ($889,812)** (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. Adult Education

i. $14,694.39 (base payment);

II. Carrington School

i. $46,383.98 (base payment);

III. Chase Elementary School

i. $52,943.59 (base payment);

IV. Crosby High School

i. $30,861.82 (base payment);

V. Duggan Elementary School

i. $60,364.86 (base payment);

VI. Gilmartin Elementary School

i. $30,704.17 (base payment);

VII. John Reed Elementary School

i. $37,109.15 (base payment);

VII. Sprague Elementary School

ii. $21,171.74 (base payment);

VIII. Wallace Middle School

i. $170,987.41 (base payment);

IX. Washington Elementary School

i. $37,204.48 (base payment);

X. Wendell L. Cross School

i. $103,989.39 (base payment);

XI. West Side Middle School

ii. $154,175.63 (base payment);

XII. Waterbury Arts Magnet Middle and High School

i. $40,783.89 (base payment); and

XIII. Crosby High School Track

i. $28219.93

XIV. Owner Controlled Contingency As Governed By Section 6.1.1 Below – $60,217.57.

6.1.1 Owner Controlled Contingency and Pricing Alternates #3 and #7. At the sole discretion and control of the City, the Contingency amount as set forth in

Section 6.1 (XIV) 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 25**), 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 Pricing Alternates #3 and #7 in Contractor's Cost Proposal, if so chosen by the City during the course of the Project.

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 determined 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. 8137** 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 obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings, or an equivalent City approved rating system.

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

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

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

9.4.1 General Liability Insurance:
$ 1,000,000.00 Per Occurrence
$ 2,000,000.00 General Aggregate
$ 2,000,000.00 Products/Completed Operations Aggregate

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

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

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

Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:
$ 1,000,000.00 Per Occurrence
$ 1,000,000.00 Aggregate

9.5 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 is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation except Professional Liability.**" The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of the Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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 for by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations relating to 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 ofaccount 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 changes 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. 8137** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 8137.**

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

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

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

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

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

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

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

Consultant:	Environmental Systems Company 18 Jansen Court West Hartford, Connecticut 06110
City:	City of Waterbury Board of Education Information Technology Department 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 subjectto 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 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 ofInterest"].

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

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

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

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

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

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

WITNESSES:

Sign:_____
Printed name:

Sign:_____
Printed name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

Sign:_____
Printed name:

Sign:_____
Printed name:

ENVIRONMENTAL SYSTEMS CORP.

By: _____
Michael Jaworowski, Manager

Date:_____

ATTACHMENT A

1. Addendums to **RFP No. 8137**, attached hereto;
2. **RFP No. 8137**, attached hereto;
3. Consultant's Response to **RFP No. 8137**, consisting of 43 pages, attached hereto;
4. Consultant's Cost Proposal, dated July 16, 2024, consisting of 4 pages, attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
6. City Contract Compliance Documents, incorporated by reference;
7. Certificates of Insurance, incorporated by reference;
8. Licenses, incorporated by reference; and
9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated by reference.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.3

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education 2024-2027 McKinney-Vento Homeless Assistance Grant.

Waterbury Public Schools

Office of Competitive Grants

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

August 9, 2024

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

Re: **McKinney-Vento Homeless Assistance Grant (CSDE)**

Dear President Hernandez and Education Commissioners:

The Connecticut State Department of Education (CSDE) has announced that the State has opened the next round of competition for three-year grants to support programs and services for homeless children and youth (2024-2027). Waterbury Public Schools has been awarded this competitive grant a number of times in the past; now a new application is required. This new grant, if funded, will benefit Waterbury's homeless students greatly.

The services for which funding will be requested include partial coverage of salary for the part-time McKinney-Vento storeroom clerk, limited student transportation costs, and some student supplies (predominantly school uniforms), all to facilitate student attendance at school, and student success. I am working with the District Liaison for McKinney-Vento Students, Shynea Paris, to detail all of the services to be included in this grant application. Please also see my Grants Highlight document attached.

Districts may apply for up to $50,000 per year, for three years. Matching funds are required, but can be covered through other federal or state grants or local funding, as in the past. Waterbury will apply for a $50,000/year grant. I have received confirmation from the Entitlement Grant Supervisor, Linda Riddick-Barron, that she has Title I funding for homeless students which we can use as the match funding required for this grant. No local funds are needed. I have requested CFO Doreen Biolo's approval of this plan for the required match.

The grant application is due on August 30, 2024. I respectfully request your approval to apply for this McKinney-Vento Grant for 2024-2027, contingent upon CFO approval of the match. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Darren Schwartz
Nicholas Albini
Doreen Biolo
Linda Riddick-Barron
Shynea Paris

McKinney-Vento Homeless Assistance Grant
(Competitive McKinney-Vento Act Funding)
Connecticut State Department of Education
Louise Allen Brown, WPS Grant Writer
August 9, 2024

Grant Highlights

Program Purpose:
The purpose of this grant is "…to facilitate the enrollment, attendance and success in school of homeless children and youth. In order to accomplish this mission, it is necessary to offer educational and related services to homeless children and youth to supplement the traditional classroom experience…." [Grant Program Instructions & Guidance]

Grant Period: Oct. 1, 2024 – Sept. 30, 2027
(3 years provided satisfactory prior year annual reports and plan revision submissions)
[Grant Program Instructions & Guidance]

Grant Award Amount: $10,000/year - $50,000/year

Matching Funds: Required
Local, or other state or federal funds, are allowable match funding for this competitive grant.

Application Deadline: August 30, 2024

Eligible Applicants: LEAs (Local Educational Agencies)

Program Requirements:
"…To the maximum extent practicable, services shall be provided through other existing programs that integrate homeless and nonhomeless individuals. All school districts are required to develop, review and revise policies to eliminate barriers to accessing educational opportunities and academic success for homeless children and youth, regardless of whether they receive McKinney-Vento EHCY funds…." [Grant Program Instructions & Guidance]

Use of Funds:
"…The McKinney-Vento Act guarantees a free, appropriate public education for all homeless children and youth by removing barriers to their enrollment and attendance in school and supporting their educational success. The goals of the McKinney-Vento Act are:

- to remove barriers to the enrollment, attendance and or success of homeless children and youth;
- to provide immediate enrollment of homeless children who are not already enrolled;
- to provide school stability for students experiencing homelessness by allowing them to remain in their school of origin;
- to promote school success and completion for homeless students; and
- to support collaboration between school districts and community agencies serving homeless students…." [Grant Program Instructions & Guidance]

Waterbury Proposal

During the grant period the district will support homeless children and youth by 1) assuring that district staff are aware of McKinney-Vento (MV) procedures and that MV procedures are followed by school and central registration staff, in order to identify students who need MV supports, and to prevent families in need of MV supports from being turned away; 2) identifying homeless children and youth; 3) providing staff to assist in the organization and prompt delivery of services and supplies for homeless students by the district Liaison to Homeless Students; 4) removing barriers to enrollment or continued attendance in school, e.g., by arranging student transportation for homeless students to and from school; 5) providing educational services for homeless students; 6) providing school uniforms and school supplies to homeless students; 7) conducting outreach through staff to parents of homeless students; 8) participating at community based meetings to build awareness of the rights and needs of homeless students, including pre-school aged children; and 9) providing other supplemental services, supplies, and resources to homeless students.

Project Budget

The grant budget will be $50,000 per year, for each of three years. Grant funds will cover partial costs for the part-time McKinney Vento Stockroom Clerk, some student transportation costs, and some student supplies, primarily school uniforms. In this way, grant funds will be used to facilitate school attendance and student success for homeless students.

Each year of this grant, the State Department of Education requires match funding which may come from local funds, or from other State or federal grant funds. In previous years, the district provided entitlement grant funds for services to homeless students as the local match for each of the three years of the grant. The Supervisor of Entitlement Grants, has confirmed this year again that there are Title I funds used to also support homeless students, which can serve as the required match funding for the 2024-2027 grant. A request has been made to the CFO for her approval of this match funding plan.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.4

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a Professional Services Agreement with Access Rehab Centers, LLC (RFP #8130) for Athletic Training Services.

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

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8130
for
Athletic Training
between
The City of Waterbury, Connecticut
And
Access Rehab Centers, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City" or "District"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and ACCESS HEALTH CENTERS, LLC a Connecticut limited liability company (the "Consultant"), located at 22 Tompkins Street, Waterbury, Connecticut 06708, (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant will provide athletic training services, including injury treatment and physical therapy, to Waterbury high school student athletes; 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 two (2) Connecticut Certified Athletic Trainers to provide services as set forth herein to Waterbury's four (4) High Schools. The Consultant shall provide services twenty-five (25) hours per week for each of the three (3) sports seasons.

1.2 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:

1.2.1 City of Waterbury RFP No. 8130, consisting of 12 pages (excluding Attachments A-C), attached hereto;

1.2.2 Consultant's Cost Proposal, dated July 10, 2024, consisting of 1 page, attached hereto;

1.2.3 Consultant's Response to City of Waterbury RFP No. 8130, consisting of 22 pages (excluding City Contract Compliance Documents), attached hereto;

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

1.2.5 City Contract Compliance Documents, incorporated herein by reference;

1.2.6 Certificates of Insurance, incorporated herein by reference;

1.2.7 Licenses, incorporated herein by reference;

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

1.3. 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:

1.3.1 All applicable Federal, State, and local statutes, regulations charter and ordinances

1.3.2 Any Amendments to this Contract

1.3.3 This Contract

1.3.5 City of Waterbury RFP No. 8130

1.3.6 Consultant's Cost Proposal

1.3.7 The Consultant's Response to RFP No. 8130

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

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

2.2. Representations Regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes,

ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

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

2.4. Student Data Requirements. 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 Provider.

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

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

2.4.3. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Provider receives a request to review Student Data in the Provider's possession directly from a student, parent, or guardian, the Provider agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Provider 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 Provider, and correct any erroneous information therein.

2.4.4. The Provider shall take actions designed to ensure the security and confidentiality of student data.

2.4.5. The Provider will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

> Upon discovery by the Provider of a breach of Student Data, the Provider shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

2.4.7. The Provider 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.

2.4.8. The Provider 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.

2.4.9. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

2.5. **Confidentiality/FERPA/HIPAA.** Provider 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. Provider 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.

2.5.1. Any and all materials contained in City of Waterbury student files that are entrusted to Provider or gathered by the Provider 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 Provider shall be used solely for the purposes of providing services under this Agreement.

2.5.2. Provider 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) Provider and City shall comply with the requirements of said statute and regulations, as amended from time to time and Provider 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, Provider has no authority to make disclosures of any information from education records.

2.5.3. The Provider shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The Provider shall provide access only to those providers who provide services to the identified students and who have been identified as requiring electronic access by the Provider's Administrator. The Provider's Administrator shall provide a list of providers identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

2.5.4. 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 Contract. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPPAA), 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 provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

2.6. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall

further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Consultant'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 term of this Agreement shall commence upon execution by the Mayor, shall remain in effect for three (3) year term and shall terminate on June 30, 2027.

5.1.1 July 1, 2024 through June 30, 2025 shall be "Contract Year 1"
5.1.2. July 1, 2025 through June 30, 2026 shall be "Contract Year 2"
5.1.3. July 1, 2026 through June 30, 2027 shall be "Contract Year 3"

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **THREE HUNDRED FIVE THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS AND 00/100 CENTS ($305,998.00)** for the entire three-year contract term and shall be payable as follows:

6.1.1. Services rendered Contract Year 1	$99,000.00
6.1.2. Services rendered Contract Year 2	$101,970.00
6.1.3. Services rendered Contract Year 3	$105,028.00

Total Amount not to Exceed.....$305,998.00

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

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

and personal tax obligations to the City.

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8130** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

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

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

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

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

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

8.6. In the event this Contract and/or the Consultant's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State

statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

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

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

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

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

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

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

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

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

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. 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 Consultant 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. 8130** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8130.**

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, CT (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute, and not elsewhere.

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

by written notice, are as follows:

Consultant: Access Rehab Centers, LLC
22 Tompkins Street
Waterbury, CT 06708

City: The City of Waterbury
Attn: Education Department
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)

Docusign Envelope ID: CEE1CE49-199F-436F-961D-9B040CAE0CD9

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

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

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

ACCESS REHAB CENTERS, LLC

By: DocuSigned by: Brian Emerick 0213C9DCCA9B4B0...
Brian Emerick

Date: 8/9/2024

ATTACHMENT "A"

1. City of Waterbury RFP No. 8130, consisting of 12 pages (excluding Attachments A-C), attached hereto;

2. Consultant's Cost Proposal, dated July 10, 2024, consisting of 1 page, attached hereto;

3. Consultant's Response to City of Waterbury RFP No. 8130, consisting of 37 pages (excluding City Contract Compliance Documents), attached hereto;

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

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

6. Certificates of Insurance, incorporated herein by reference;

7. Licenses, incorporated herein by reference;

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

REQUEST FOR PROPOSAL #8130
BY
THE CITY OF WATERBURY
EDUCATION DEPARTMENT
High School Athletic Trainers

The City of Waterbury, Department of Education (hereinafter "City"), is seeking

A. Background and Intent

The City is seeking Certified Athletic Trainers for each of the four high schools for practices and games.

B. Qualifications

Eligible proposers will be those vendors, consultants, business and institutions that have:

1. All trainers provided shall be certified and CT state licensed trainers
2. All trainers must have a degree from an accredited athletic training program
3. Among the topics the accredited program must include are formal instruction in injury/illness prevention, first aid and emergency care, assessment of injury/illness, human anatomy and physiology, therapeutic modalities and nutrition.
4. Connecticut state certification also requires that the trainer's classroom learning is enhanced thorough a successful completion of a supervised clinical internship
5. All trainers shall encompass the prevention, diagnosis and intervention of emergency, acute, and chronic medical conditions involving impairment, functional limitations and disabilities
6. Among the skills required by a provided trainer shall be, but not limited to, providing injury management treatment, and/or therapy, preventive taping/bracing/splinting or similar as needed, strength conditioning and nutrition counseling, assessment and/or referrals relating to Sports Injuries, safe trainer techniques and similar.
7. Vendors shall show evidence of having the capacity to provide such certified trainers to other similar municipal programs.

C. Scope of Services

To provide a CT Certified Athletic Trainer for each of the four High Schools for twenty-five (25) hours per week for each of the three listed sports seasons.
See Attachment E for details as to specific services to be provided.

D. Agreement Period

The agreement period for any contract resulting from this RFP is anticipated to be for three years though to 6/30/27 with options for up to three additional one year extensions, upon mutual agreement, for a possible total of up to six years.

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. ***(Optional) There will be a mandatory (or non-mandatory) Information Session with respect to this RFP on (time, date, location). (For mandatory Information Sessions add: THOSE NOT ATTENDING THE Information Session WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.)***

3. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet).

4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on (date)**. 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 (date, 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 Education Department or their designee(s).

H. Conditions

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

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

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

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

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

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of

amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

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

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

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

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

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

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

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

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

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

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order

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

I. Proposal Requirements & Required Format

One original (clearly identified as such) and ***(3)*** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **XX:XX AM on *(date).* 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 prices for work to be performed in accordance with this RFP as per Attachment F (required to be submitted with vendors proposal), inclusive of all personnel and non-personnel expenses. This price shall encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

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

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

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

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

f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.
a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
b. Proposed cost schedule.
c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.
2. Selection Process
The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances

Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements - NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. State DAS Requirements for Construction Projects – NOT APPLICABLE

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

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

O. Bid Bond - NOT APPLICABLE

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

P. Performance/Payment Bonds – NOT APPLICABLE

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

Attachments A, B & C & D go here

Attachment E – Detail Specifications Athletic Trainers RFP 8130

Service Specifications

The awarded Vendor shall supply a Certified Athletic Trainer employed or retained by the awarded Vendor, or Affiliate/Subsidiary thereof, to provide the desired services at the times and events as listed below in the manner listed below.

These services shall be limited to :

1. Evaluation and treatment of minor injuries
2. Application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services as may be required for major injuries
3. Preventive taping and strapping of athletes as may be needed
4. Providing nutritional information and guidance to student-athletes
5. Providing basic educational information to student trainers and managers in the course of performing duties
6. Support recommendations for exercise or other physical measures for minor injuries under the direction, supervision and review of a physician
7. Oversee annual ImPACT testing for concussion management and refer results to the school nurse

In addition, the Certified Athletic Trainer(s) shall also conform to the following as part of the standard duties:

A. All services will be performed on the City's premises with the exception of sports events at other schools where the Cities athletes are the "Visiting Team" if Attachment A-2 requires such coverage , or if services require equipment or therapeutic modalities unavailable at a City location

B. Trainer/Vendor will maintain accurate written records of all treatment(s) rendered for all athletic injuries for which the Trainer/vendor renders treatment and all rehabilitation procedures provided and performed by the Trainer/Vendor, and agrees to provide these to the City upon request

C. In cooperation with the Athletic Director, Trainer/vendor will develop a list of locations of emergency phones, emergency phone numbers and emergency procedures to be distributed to student-athletes and coaches

D. Trainer/Vendor will request from the City a list of supplies required to render the services with sufficient time to permit the City to initially procure such supplies using the City's purchasing policy and regulations.
    a. Subsequent to the initial stocking of supplies by the City, periodic replenishment of inventory will be the responsibility of the Trainer/Vendor

E. Trainer/Vendor will facilitate communications among injured athletes, the Athletic Director, School Nurse, Parent/Guardian and the team physician following all applicable HIPPA and other health records and communication regulations

F. Trainer/Vendor will provide consultation(s) on relevant equipment, facilities and/or program designs when reasonably requested by the City

G. The Trainer/Vendor's Certified Athletic Trainer shall be responsible for the Athletic Training room while in attendance there, including opening and closing procedures, inventory management and/or training facility management as appropriate

H. Trainer/Vendor shall inspect and take an inventory of all team medical kits prior to the beginning of each season, and will procure replacement supplies as may be required

I. Trainer/Vendors Certified Athletic Trainer is immediately responsible to report to the Athletic Director or their designee(s)

J. If for any reason a Certified Athletic trainer needs to be absent, the Trainer/Vendor will do whatever is possible to provide a suitable replacement for that coverage
   a. The City reserves the right to temporarily sub-contract with or for an equally qualified Certified Athletic trainer as may be needed in the event that the Trainer/Vendor is unavailable and cannot provide suitable replacement coverage for as long as may be required.
   b. The Athletic Director shall be notified in advance with as much notice as reasonably possible regarding the need for any prospective substitutions, both short term and long term

K. All changes to practice and games shall be made available to the certified Athletic Trainer by the Athletic Director no less than twenty-four (24) hours for those rescheduled events to be properly covered.

*The parties recognize the need for, and agree to accept reasonable flexibility in weekly work schedules in order to maximize trainer presence at athletic contests and to promote overall effectiveness in meeting the needs of WPS student-athletes. This accommodation is subject, however, to the weekly twenty-five hours (25 hr.) minimum/maximum requirement, and the explicit approval of the school Athletic Director(s).

Overview of Expected Athletic Training Services

Hypothetical example of a typical day for Certified Athletic Trainers at a Waterbury High School:

2:00 PM – 2:15 PM – Check-in with athletic director and attend to administrative duties
2:15 PM – 3:15 PM – Student-athlete injury assessment(s) and treatment(s)
3:15 PM – 4:00 PM – Follow-up care and calls to parents and referred medical providers, update records
4:00 PM – 5:00 PM – Pre-Practice & Pre-Game preparation of student-athletes
5:00 PM – 7:00 PM – On Field coverage of games and/or practices

Training Room Responsibilities

- Injury recognition and assessment
- Treatment and rehabilitation that can be provided in the training room
- Injury prevention education and training with student-athletes, coaches
- Maintain open communication with parents, coaches and other medical providers as appropriate
- Initiate referrals for required medical treatment and/or rehabilitation
- Consult / educate on equipment, environmental maintenance safety issues as needed
- Practice and game preparation such as taping and inspecting protective equipment

On-Field and Game Coverage Responsibilities

- Establish and follow procedures for a medical emergency
- Assess athletic injuries and provide on-field first aid as needed
- Allow for a safe return to play by performing on-field care as appropriate
- Communicate with coaching and medical staff regarding an injury and playing status

Administrative Responsibilities

- Maintain accurate written records of all athletic injuries and their treatment
- Maintain and accurate and up to date inventory of all athletic training room supplies
- Trainer/Vendor will self-supply necessary athletic training supplies (tape, ice packs, etc.) as needed
- Conduct ImPACT testing for concussion management and forward results to the school nurse
- Supervise training room in a professional manner as per industry standards
- Update emergency files and medical history of athletes for any changes as they occur
- Provide for a professional appearance of athletic training room with educational information
- Establish and follow an emergency management plan with education of same to all staff
- Maintain Red Cross or American Heart Association CPR and First Aid certification
- Advise and support students' strength and conditioning plans and related programs

Athletic Training Room Coverage

Vendors shall provide Certified Athletic trainers that will be available for a minimum/maximum of twenty-five (25) hours per week, subject to flexible scheduling at the discretion of the Athletic Director. Event and practice coverage shall be prioritized during these times.

- Trainer/Vendor shall provide weekly coverage to staff the on-campus training room for student care and treatment(s) in the afternoons after school.
    - Trainer/vendor shall not be required to provide Athletic Training room coverage when the trainer is required to attend a game event

Seasonal Event Coverage , which includes Preseason and Post Season

1. **Fall Season Coverage (August to November):** Football, Soccer, Girls' Volleyball, Cross-Country, Cheerleading, Girls Swim & Dive, Strength and Conditioning, Unified Sports

2. **Winter Sport Coverage (December to March)**: Boys and Girls Basketball, Indoor Track and Field, Boys' Swim & Dive, Cheerleading, Strength and Conditioning, Unified Sports

3. **Spring Sports Coverage (March to June)**: Baseball, Softball, Tennis, Golf, Outdoor Track and Field, Boys' Volleyball, Strength and Conditioning, Unified Sports

Schools to be Serviced

Crosby High School Kennedy High School Waterbury Career Academy Wilby High School

Proposal Options:

The City would prefer one vendor for all four school locations, but will make multiple awards among the four schools as needed to provide adequate and equitable AT coverage. Vendors may provide pricing for one, two, three or all four High School locations at their discretion. Vendors may indicate a preference order between the schools for less than a full award and the City will make every reasonable effort to comply with any such preference request.

The City seeks to enter into a multi-year contract with the awarded vendor(s) for the awarded location(s). This format would be a three-year contract with three (3) additional one-year options to extend by mutual agreement.

Vendors shall indicate their bid locations by submitting pricing for years one, two and three for each of the locations as applicable in the Attachment E table below.

Vendors must agree to supply the specified coverage services for all three sports seasons of each school year and for the student-athletes of each sport listed under each seasonal heading.

ATTACHMENT F
PRICING PROPOSAL RFP 8130 – required submission
Athletic Trainer Services for WPS Interscholastic Athletics

SCHOOL YEAR	Proposal Price per Year	School(s)
2024-25	OPTION #1 (1 AT): $	
	OPTION #2 (2 ATs): $	
	OPTION #3 (3 ATs): $	
	OPTION #4 (4 ATs): $	**Career, Crosby, Kennedy, Wilby**
	Additional Coverage requests* per hour: $	

SCHOOL YEAR	Proposal Price per Year	School(s)
2025-26	OPTION #1 (1 AT): $	
	OPTION #2 (2 ATs): $	
	OPTION #3 (3 ATs): $	
	OPTION #4 (4 ATs): $	**Career, Crosby, Kennedy, Wilby**
	Additional Coverage requests*: $ per hour	

SCHOOL YEAR	Proposal Price per Year	School(s)
2026-2	OPTION #1 (1 AT): $	
	OPTION #2 (2 ATs): $	
	OPTION #3 (3 ATs): $	
	OPTION #4 (4 ATs): $	**Career, Crosby, Kennedy, Wilby**
	Additional Coverage requests* per hour: $	

Contract award will be structured for a thirty-six (36) month term, beginning July 1, 2024 and concluding on June 30, 2027, with an option to extend for up to three (3) additional one (1) year terms upon mutual consent of the parties.

* Any requests for additional coverage needed for unique/special events not accounted for in the previous specifications, such as multiple CIAC Tournament games coverage at the same times, Middle School Jamborees or Tournaments, etc. will be regarded as separate, billable events at the same agreed upon rate per hour by contract year throughout the terms of the three-year contract.

Cost Proposal

Confidential Cost Proposal
RFP #8130

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

Service	Year 1	Year 2	Year 3
ATC Services (per ATC)	$45.00	$46.35	$47.74
Hours (per ATC)	25	25	25
TOTAL COST (for 2 ATCs)	$99,000.00	$101,970.00	$105,028.00

Please note: Access Rehab Centers has provided therapy services to the Waterbury Public School system for the past 18 years. During this time, the pricing for our services has risen by less than 1% per year on average.

Proposal to:

The City of Waterbury

Department of Education

for

High School Athletic Trainers

RFP # 8130

Submitted by:

Access Rehab Centers
A Waterbury Hospital & Easterseals Partnership in Physical Rehabilitation

22 Tompkins Street
Waterbury, CT 06708

July 9, 2024

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Attachment A - Summary of Relevant Experience

Attachment B - Personnel Listing and Resumes

Attachment C - Corporate Resolution

Attachment D - Organizational Chart

Attachment E - Certificate of Liability Insurance

Attachment F - Completed City of Waterbury Disclosure Forms

Introduction

Access is pleased to offer this proposal for the opportunity to provide Athletic Trainer services to the Waterbury School Systems Commencing 2024 through June 30th, 2027.

We are committed to keeping our services as cost effective to the City as possible, and with the consistent quality services that we offer through our other agreements with the Waterbury Public School system.

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

Access Rehab Centers has garnered and maintained a reputation for producing high quality programs in a cost-efficient manner. Over the course of the past 18 years of Contract service, our pricing has risen by less than 1% per year on average. We regularly experience extremely low staff turnover as we strive to hire healthcare professionals who value doing quality work. Access Rehab Centers now provides staffing, management, and clinical leadership to therapy programs in an area school system, Fourteen outpatient programs, inpatient services at Waterbury Hospital, and an extensive pediatric program which extends from the NICU unit through outpatient and school-based programs.

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

Differentiating Factors

We respectfully ask the Department of Education to consider the differentiating factors below which we feel strongly advance the choice of Access Rehab Centers for the District's Athletic Trainer provider.

- We are a Waterbury-based company able to understand and quickly respond to the needs of the City's School District.
- Access has provided, and will continue to provide, a very experienced and dedicated onsite Clinical Manager for our services, who also carries a full caseload.
- Access has always had a cohesive, low-turnover team: The majority of our staff have worked together for at least 15 years. Together with our on-site program manager the group acts as a team, providing more consistency and responsiveness than could be offered by a group of newly recruited individuals. Although our current Team does not include ATC staff, there will be support available to any new staff to assist in any individual needs.
- Access Rehab Centers holds monthly school-based team meetings run by the Clinical Manager, further creating a cohesive and responsive group. ATCs will not be required to attend these meetings but they will be notified of any updates/in-services that might prove helpful.
- Access employs a part-time Administrative Assistant solely dedicated to Waterbury School-based Services to ensure accurate and on-time billing and documentation.

Meeting All Qualifications

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

1. We have experience and expertise in providing similar services. (see **ATTACHMENT A**)

2. We have a proven track record in providing these types of services to similar school districts. (See **ATTACHMENT A**)

3. We possess the required knowledge and experience with federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of occupational therapy and physical therapy services.

4. We can and will provide experienced, Connecticut licensed and qualified Athletic Trainers to the District upon request without delay to fill the immediate and changing needs of the District. All Trainers will have a degree from an accredited athletic training program and have completed a supervised clinical internship.

5. The Athletic Trainers that we will provide have experience working in the field and will be certified and CT Licensed. They will have had formal instruction on injury/illness prevention. First aid and emergency care, assessment of injury/illness, human anatomy and physiology, therapeutic modalities and nutrition.

6. As evidenced by the trainers resume in **ATTACHMENT B**, our proposed trainers have training and experience in school sports settings and individual experience in the provision of Athletic Training services.

7. Trainers Access will provide have expertise in the principles, methods and procedures used to provide injury management treatment, preventive taping/bracing/splinting, strength conditioning and nutrition counseling,

assessment and/or referrals related to sports injuries, and safe trainer techniques.

8. Each Athletic Trainer provided will follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.

9. Each Athletic Trainer will provide timely and complete reports as requested by Waterbury staff and provide to the District any additional documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.

10. A transparent and fully accessible system for verifying work hours by the ATC staff is currently in place.

11. Although the RFP is asking for 4 Staff to be provided, due to the limited time available to recruit staff and gain resumes prior to the submission of this RFP response, Access can only commit to up to 2 of the requested positions. Should we be successful in obtaining additional applicants we will be happy to expand our staffing complement in accordance with the Waterbury Public Schools wishes/needs.

12. The Conditions outlined in Section H are acceptable and will be adhered to by Access Rehab Centers.

Scope of Services

Access Rehab Centers will provide up to 50 hours per week of Athletic Training services for the identified sports seasons.

Acceptance of RFP Terms and Conditions

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

Access Rehab Centers accepts the City's standard agreement language.

Access Rehab Centers represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly the preparation of this proposal.

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

Cost Proposal

Please see separate sealed envelope marked
"Confidential: Cost Proposal"

Please note: Access Rehab Centers has provided therapy services to the Waterbury Public School system for the past 18 years. During that time the Pricing for our services has risen by less than 1% per year on average.

Experience/ Financial Stability

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

Access Rehab Centers is a legal entity, duly organized in the State of CT in Oct. 1998, valid and in good standing under the laws of Connecticut and is in full compliance with all federal and state obligations related to our organization. The Company is an LLC between Waterbury Hospital and Easterseals of Greater Waterbury.

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

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

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

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

Access Rehab Centers has grown in size and scope every year of its existence. We continue to provide staffing, management and clinical leadership to therapy programs in several area school systems, inpatient services at Waterbury Hospital, Birth to Three services for the Greater Waterbury, and an extensive pediatric program.

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

Qualifications and Work Plan

Access Rehab Centers has a long history of service provision to areas schools, as well as other entities. The Management staff and recruiting staff have historically fulfilled all previous agreements/contract obligations. The staffing for this RFP will be a priority and advertisements are already in place seeking candidates. Recruiting has already been initiated for these positions. The infrastructure needed to support these staff is already in place. Once an award has been announced, the Access Rehab Centers Manager for local school services would meet with the school staff to orient any new staff hired for these positions.

Management Team

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

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

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

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

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

John J. Gevinski, M.D.: (Medical Director for Access Rehab Centers for the past 24 years) Dr. Gevinski is a specialist in physical medicine and rehabilitation. He has extensive experience working with therapists within a multi-disciplinary model and meets weekly with Access therapists for patient case rounds. Dr. Gevinski received training in adult and pediatric physical medicine at the Rusk Institute and the NYU Medical Center. He has additional training in internal medicine at the Yale Internal Medicine Program. Dr. Gevinski is a member of the Waterbury Hospital medical staff.

Contract Management

Access Rehab Centers currently provides an ongoing connection through an on-site lead Program Manager, the President, and the Business Planning Manager. Administrative staff are in place to provide support as needed.

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

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

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

Service Philosophy/Service Continuity:

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

Staffing and Initiation of Services:

A. Recruiting: Should additional staff be needed to fill this contract to meet Waterbury School system's exact needs, Access Rehab Centers would undertake major recruiting efforts to include extensive advertising, networking, meetings with current therapy providers, and additional recruiting events.

B. Interviewing and Hiring: The interview process would strive to be a cooperative effort between the Waterbury School systems and Access Rehab Centers Administration. Candidates would be screened by Access Rehab Centers and then presented for review by School System representatives.

C. Training of Staff: Contracted hours would begin at whatever point that the school system would deem appropriate. Staff would be made available prior to commencing routine work to ensure they are oriented and in-service in the job duties as well as the facility policies and procedures. Access Rehab Centers' administrative staff would be available, at no additional cost, to assist with the planning and coordination for the initiation of services and orientation of newly hired trainers. Whenever possible, orientation and training materials would be provided to newly hired therapists well in advance so as to maximize the training experience and minimize the time required for the training process.

D. Orientation to Caseloads: Staff will be made available, and Access Rehab Centers administrative staff will assist as needed, in ensuring that the process of orientation is as complete as necessary, but as brief as possible.

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

Direct Response to RFP Requirements

1. Proposer Information

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

2a. Philosophy Statement and Business Focus

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

2b. Summary of Relevant Experience

See **ATTACHMENT A.**

2c. Personnel Listing

Please see **ATTACHMENT B** for Personnel Listing and Resumes.

2d. Conflicts of Interest

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

3a. Organizational Qualifications

Company:

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

Please see **ATTACHMENT D** for a complete Organizational Chart.

Personnel:

All staff provided under this contract will have an undergraduate degree and master's degree in occupational or physical therapy from an accredited post-secondary institution, CT Health Department certification and CT State Department of Education certification. Preference will be given to those having Spanish bilingualism.

Each Athletic Trainer will have expertise in the principles, methods and procedures used to determine need for student services, design and

implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations and assistive devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.

Retention/turnover rate:

Our retention rate for staff has Traditionally been extremely high. Any temporary vacancies will be aggressively recruited and fill as soon as possible. Access agrees the District may conduct personal interviews of all proposed staff and that final staff selection will be subject to the District's approval.

3b. Work Plan/Service Delivery Model

Trainers assigned to this contract will work under the direct guidance or direction of district personnel. They will provide services to assigned workloads and perform other responsibilities and other activities in order to meet district requests or responsibilities. They will collaborate, train, assist and consult with Waterbury staff as requested.

Trainers assigned to this contract will maintain appropriate records of work as required by Waterbury Public Schools. They will provide the Waterbury School District any documentation requested in an acceptable form and manner and in compliance with all relevant Federal laws including those laws relating to student services, confidentiality, relevant Connecticut laws and regulations and The City of Waterbury laws, procedures and directives.

3c. Services Expected of the City

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

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

4. Cost Schedule

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

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

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

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

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

Attachment A

Summary of Relevant Experience

A summary of all projects that Access Rehab Centers has completed:

School-Based Services:

- Waterbury Public Schools, 236 Grand Steet-2nd floor, Waterbury, CT 06706.
  - Services provided include: OT/PT Contract is currently in place. Contract is for 7/1/2023-6/30/2026 broken down as follows: Year one (7/1/23-6/30/24) Gross amount = $1,044,004.50, Year two (7/1/2024-6/30/2025) Gross amount = $1,064,894.25 Year three (7/1/2025-6/30/2026) Gross amount = $1,086,267.00
  - Services provided include: SLP Contract is currently in place. Contract is for 7/1/2023-6/30/2026 broken down as follows: Year one (7/1/2023-6/30/2024) Gross amount = $798,663.32, Year two (7/1/2024-6/30/2025) Gross amount = $818,620.79, Year three (7/1/2025-6/30/2026) Gross amount = $840,309.73.
  - Services provided include: OT/PT Contract was in place and has since expired. Contract was for 7/1/2020-6/30/2023 broken down as follows: Year one (7/1/2020-6/30/2021) Gross amount = $979,041, Year two (7/1/2021-6/30/2022) Gross amount = $1,001,017.50, Year three (7/1/2022-6/30/2023) Gross amount = $1,023,477. Total three years = $3,003,535.50. Contract remains active; amount billed 7/1/2020-3/31/2023 = $2,506,492.82.
  - Services provided include: SLP Contract was in place and has since expired. Contract was for 7/1/2020-6/30/2023 broken down as follows: Year one (7/1/2020-6/30/2021) Gross amount = $665,019, Year two (7/1/2021-6/30/2022) Gross amount = $679,946, Year three (7/1/2022-6/30/2023) Gross amount = $695,202. Total three years = $2,040,167. Addendum changed 7/1/2022-6/30/2022 Gross Amount to $709,955.80. Revised total = $2,054,920.80. Contract remain active; amount billed 7/1/2020-3/31/2023 = $1,705,077.97.

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

Early Intervention Based:

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

Hospital Based:

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

Home Care-Based:

All Point Home Care, 675 West Johnson Ave., Cheshire, CT 06410
Services Provided: Home Care Physical and Occupational Therapy
Service Dates: 6/2017-10/2018; 1/2020-4/2021
Agreement in Place Currently: No
Started on time and in budget as per agreement requirements: Yes

VNA Health at Home, 27 Siemon Company Drive, Suite 101, Watertown, CT 06795
Services Provided: Home Care Physical, Occupational and Speech Therapy
Service Dates: 2/2017-current
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes

Management Contract:

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

LIMITED LIABILTY COMPANY RESOLUTION

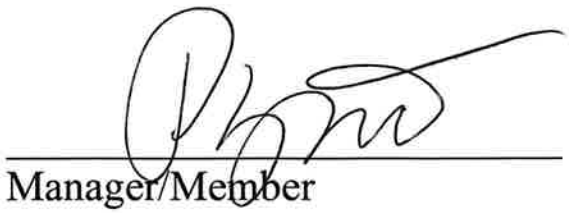
I, _Patricia Gentil, hereby certify that I am the duly authorized and acting **Member** / ~~Manager~~ (circle one) of _Access Rehab Centers, a limited liability company organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken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

The following resolution was adopted at a meeting of the LLC duly held on the __7th__ day of _April_, _2023___.

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

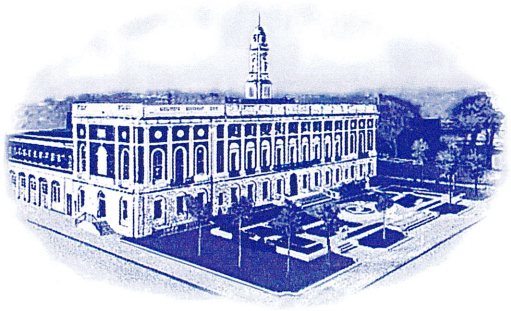
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Access Rehab Centers, LLC this _9th_ day of _August_, 2024.



Manager/Member

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

July 18, 2024

Brian P. Emerick
Access Rehab Centers
22 Tompkins Street
Waterbury, CT 06708

RFP# 8130
Project: High School Athletic Trainers

Dear Mr. Emerick,

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

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

Sincerely,

Kevin McCaffery
Director of Purchasing

COPY

Proposal to:

The City of Waterbury

Department of Education

for

High School Athletic Trainers

RFP # 8130

Submitted by:

Access Rehab Centers
A Waterbury Hospital & Easterseals Partnership in Physical Rehabilitation

22 Tompkins Street
Waterbury, CT 06708

July 9, 2024

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Attachment A - Summary of Relevant Experience

Attachment B - Personnel Listing and Resumes

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Attachment D - Organizational Chart

Attachment E - Certificate of Liability Insurance

Attachment F - Completed City of Waterbury Disclosure Forms

Introduction

Access is pleased to offer this proposal for the opportunity to provide Athletic Trainer services to the Waterbury School Systems Commencing 2024 through June 30th, 2027.

We are committed to keeping our services as cost effective to the City as possible, and with the consistent quality services that we offer through our other agreements with the Waterbury Public School system.

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

Access Rehab Centers has garnered and maintained a reputation for producing high quality programs in a cost-efficient manner. Over the course of the past 18 years of Contract service, our pricing has risen by less than 1% per year on average. We regularly experience extremely low staff turnover as we strive to hire healthcare professionals who value doing quality work. Access Rehab Centers now provides staffing, management, and clinical leadership to therapy programs in an area school system, Fourteen outpatient programs, inpatient services at Waterbury Hospital, and an extensive pediatric program which extends from the NICU unit through outpatient and school-based programs.

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

Differentiating Factors

We respectfully ask the Department of Education to consider the differentiating factors below which we feel strongly advance the choice of Access Rehab Centers for the District's Athletic Trainer provider.

- We are a Waterbury-based company able to understand and quickly respond to the needs of the City's School District.
- Access has provided, and will continue to provide, a very experienced and dedicated onsite Clinical Manager for our services, who also carries a full caseload.
- Access has always had a cohesive, low-turnover team: The majority of our staff have worked together for at least 15 years. Together with our on-site program manager the group acts as a team, providing more consistency and responsiveness than could be offered by a group of newly recruited individuals. Although our current Team does not include ATC staff, there will be support available to any new staff to assist in any individual needs.
- Access Rehab Centers holds monthly school-based team meetings run by the Clinical Manager, further creating a cohesive and responsive group. ATCs will not be required to attend these meetings but they will be notified of any updates/in-services that might prove helpful.
- Access employs a part-time Administrative Assistant solely dedicated to Waterbury School-based Services to ensure accurate and on-time billing and documentation.

Meeting All Qualifications

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

1. We have experience and expertise in providing similar services. (see **ATTACHMENT A**)

2. We have a proven track record in providing these types of services to similar school districts. (See **ATTACHMENT A**)

3. We possess the required knowledge and experience with federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of occupational therapy and physical therapy services.

4. We can and will provide experienced, Connecticut licensed and qualified Athletic Trainers to the District upon request without delay to fill the immediate and changing needs of the District. All Trainers will have a degree from an accredited athletic training program and have completed a supervised clinical internship.

5. The Athletic Trainers that we will provide have experience working in the field and will be certified and CT Licensed. They will have had formal instruction on injury/illness prevention. First aid and emergency care, assessment of injury/illness, human anatomy and physiology, therapeutic modalities and nutrition.

6. As evidenced by the trainers resume in **ATTACHMENT B**, our proposed trainers have training and experience in school sports settings and individual experience in the provision of Athletic Training services.

7. Trainers Access will provide have expertise in the principles, methods and procedures used to provide injury management treatment, preventive taping/bracing/splinting, strength conditioning and nutrition counseling,

assessment and/or referrals related to sports injuries, and safe trainer techniques.

8. Each Athletic Trainer provided will follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.

9. Each Athletic Trainer will provide timely and complete reports as requested by Waterbury staff and provide to the District any additional documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.

10. A transparent and fully accessible system for verifying work hours by the ATC staff is currently in place.

11. Although the RFP is asking for 4 Staff to be provided, due to the limited time available to recruit staff and gain resumes prior to the submission of this RFP response, Access can only commit to up to 2 of the requested positions. Should we be successful in obtaining additional applicants we will be happy to expand our staffing complement in accordance with the Waterbury Public Schools wishes/needs.

12. The Conditions outlined in Section H are acceptable and will be adhered to by Access Rehab Centers.

Scope of Services

Access Rehab Centers will provide up to 50 hours per week of Athletic Training services for the identified sports seasons.

Acceptance of RFP Terms and Conditions

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

Access Rehab Centers accepts the City's standard agreement language.

Access Rehab Centers represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly the preparation of this proposal.

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

Cost Proposal

Please see separate sealed envelope marked
"Confidential: Cost Proposal"

Please note: Access Rehab Centers has provided therapy services to the Waterbury Public School system for the past 18 years. During that time the Pricing for our services has risen by less than 1% per year on average.

Cost Proposal

Confidential Cost Proposal
RFP #8130

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

Service	Year 1	Year 2	Year 3
ATC Services (per ATC)	$45.00	$46.35	$47.74
Hours (per ATC)	25	25	25
TOTAL COST (for 2 ATCs)	$99,000.00	$101,970.00	$105,028.00

Please note: Access Rehab Centers has provided therapy services to the Waterbury Public School system for the past 18 years. During this time, the pricing for our services has risen by less than 1% per year on average.

Experience/ Financial Stability

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

Access Rehab Centers is a legal entity, duly organized in the State of CT in Oct. 1998, valid and in good standing under the laws of Connecticut and is in full compliance with all federal and state obligations related to our organization. The Company is an LLC between Waterbury Hospital and Easterseals of Greater Waterbury.

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

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

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

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

Access Rehab Centers has grown in size and scope every year of its existence. We continue to provide staffing, management and clinical leadership to therapy programs in several area school systems, inpatient services at Waterbury Hospital, Birth to Three services for the Greater Waterbury, and an extensive pediatric program.

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

Qualifications and Work Plan

Access Rehab Centers has a long history of service provision to areas schools, as well as other entities. The Management staff and recruiting staff have historically fulfilled all previous agreements/contract obligations. The staffing for this RFP will be a priority and advertisements are already in place seeking candidates. Recruiting has already been initiated for these positions. The infrastructure needed to support these staff is already in place. Once an award has been announced, the Access Rehab Centers Manager for local school services would meet with the school staff to orient any new staff hired for these positions.

Management Team

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

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

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

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

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

John J. Gevinski, M.D.: (Medical Director for Access Rehab Centers for the past 24 years) Dr. Gevinski is a specialist in physical medicine and rehabilitation. He has extensive experience working with therapists within a multi-disciplinary model and meets weekly with Access therapists for patient case rounds. Dr. Gevinski received training in adult and pediatric physical medicine at the Rusk Institute and the NYU Medical Center. He has additional training in internal medicine at the Yale Internal Medicine Program. Dr. Gevinski is a member of the Waterbury Hospital medical staff.

Access Rehab Centers currently provides an ongoing connection through an on-site lead Program Manager, the President, and the Business Planning Manager. Administrative staff are in place to provide support as needed.

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

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

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

Service Philosophy/Service Continuity:

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

Staffing and Initiation of Services:

A. Recruiting: Should additional staff be needed to fill this contract to meet Waterbury School system's exact needs, Access Rehab Centers would undertake major recruiting efforts to include extensive advertising, networking, meetings with current therapy providers, and additional recruiting events.

B. Interviewing and Hiring: The interview process would strive to be a cooperative effort between the Waterbury School systems and Access Rehab Centers Administration. Candidates would be screened by Access Rehab Centers and then presented for review by School System representatives.

C. Training of Staff: Contracted hours would begin at whatever point that the school system would deem appropriate. Staff would be made available prior to commencing routine work to ensure they are oriented and in-service in the job duties as well as the facility policies and procedures. Access Rehab Centers' administrative staff would be available, at no additional cost, to assist with the planning and coordination for the initiation of services and orientation of newly hired trainers. Whenever possible, orientation and training materials would be provided to newly hired therapists well in advance so as to maximize the training experience and minimize the time required for the training process.

D. Orientation to Caseloads: Staff will be made available, and Access Rehab Centers administrative staff will assist as needed, in ensuring that the process of orientation is as complete as necessary, but as brief as possible.

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

Direct Response to RFP Requirements

1. Proposer Information

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

2a. Philosophy Statement and Business Focus

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

2b. Summary of Relevant Experience

See **ATTACHMENT A.**

2c. Personnel Listing

Please see **ATTACHMENT B** for Personnel Listing and Resumes.

2d. Conflicts of Interest

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

3a. Organizational Qualifications

Company:

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

Please see **ATTACHMENT D** for a complete Organizational Chart.

Personnel:

All staff provided under this contract will have an undergraduate degree and master's degree in occupational or physical therapy from an accredited post-secondary institution, CT Health Department certification and CT State Department of Education certification. Preference will be given to those having Spanish bilingualism.

Each Athletic Trainer will have expertise in the principles, methods and procedures used to determine need for student services, design and

implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations and assistive devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.

Retention/turnover rate:

Our retention rate for staff has Traditionally been extremely high. Any temporary vacancies will be aggressively recruited and fill as soon as possible. Access agrees the District may conduct personal interviews of all proposed staff and that final staff selection will be subject to the District's approval.

3b. Work Plan/Service Delivery Model

Trainers assigned to this contract will work under the direct guidance or direction of district personnel. They will provide services to assigned workloads and perform other responsibilities and other activities in order to meet district requests or responsibilities. They will collaborate, train, assist and consult with Waterbury staff as requested.

Trainers assigned to this contract will maintain appropriate records of work as required by Waterbury Public Schools. They will provide the Waterbury School District any documentation requested in an acceptable form and manner and in compliance with all relevant Federal laws including those laws relating to student services, confidentiality, relevant Connecticut laws and regulations and The City of Waterbury laws, procedures and directives.

3c. Services Expected of the City

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

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

4. Cost Schedule

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

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

a. To date, Access Rehab Centers has never failed to complete work awarded to it as part of an RFP awarded contract.
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h. There are no other factors or information that would affect Access Rehab's ability to provide the services sought by the City in its RFP.

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A summary of all projects that Access Rehab Centers has completed:

School-Based Services:

- Waterbury Public Schools, 236 Grand Steet-2nd floor, Waterbury, CT 06706.
    - Services provided include: OT/PT Contract is currently in place. Contract is for 7/1/2023-6/30/2026 broken down as follows: Year one (7/1/23-6/30/24) Gross amount = $1,044,004.50, Year two (7/1/2024-6/30/2025) Gross amount = $1,064,894.25 Year three (7/1/2025-6/30/2026) Gross amount = $1,086,267.00
    - Services provided include: SLP Contract is currently in place. Contract is for 7/1/2023-6/30/2026 broken down as follows: Year one (7/1/2023-6/30/2024) Gross amount = $798,663.32, Year two (7/1/2024-6/30/2025) Gross amount = $818,620.79, Year three (7/1/2025-6/30/2026) Gross amount = $840,309.73.
    - Services provided include: OT/PT Contract was in place and has since expired. Contract was for 7/1/2020-6/30/2023 broken down as follows: Year one (7/1/2020-6/30/2021) Gross amount = $979,041, Year two (7/1/2021-6/30/2022) Gross amount = $1,001,017.50, Year three (7/1/2022-6/30/2023) Gross amount = $1,023,477. Total three years = $3,003,535.50. Contract remains active; amount billed 7/1/2020-3/31/2023 = $2,506,492.82.
    - Services provided include: SLP Contract was in place and has since expired. Contract was for 7/1/2020-6/30/2023 broken down as follows: Year one (7/1/2020-6/30/2021) Gross amount = $665,019, Year two (7/1/2021-6/30/2022) Gross amount = $679,946, Year three (7/1/2022-6/30/2023) Gross amount = $695,202. Total three years = $2,040,167. Addendum changed 7/1/2022-6/30/2022 Gross Amount to $709,955.80. Revised total = $2,054,920.80. Contract remain active; amount billed 7/1/2020-3/31/2023 = $1,705,077.97.

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

Early Intervention Based:

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

Hospital Based:

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

Home Care-Based:

All Point Home Care, 675 West Johnson Ave., Cheshire, CT 06410
Services Provided: Home Care Physical and Occupational Therapy
Service Dates: 6/2017-10/2018; 1/2020-4/2021
Agreement in Place Currently: No
Started on time and in budget as per agreement requirements: Yes

VNA Health at Home, 27 Siemon Company Drive, Suite 101, Watertown, CT 06795
Services Provided: Home Care Physical, Occupational and Speech Therapy
Service Dates: 2/2017-current
Agreement in Place Currently: Yes
Started on time and in budget as per agreement requirements: Yes

Management Contract:

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

Attachment B

Personnel Listing and Resumes:

Recruiting is currently underway.

Resumes will be shared as received.

Attachment C

LIMITED LIABILITY COMPANY RESOLUTION

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

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

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

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

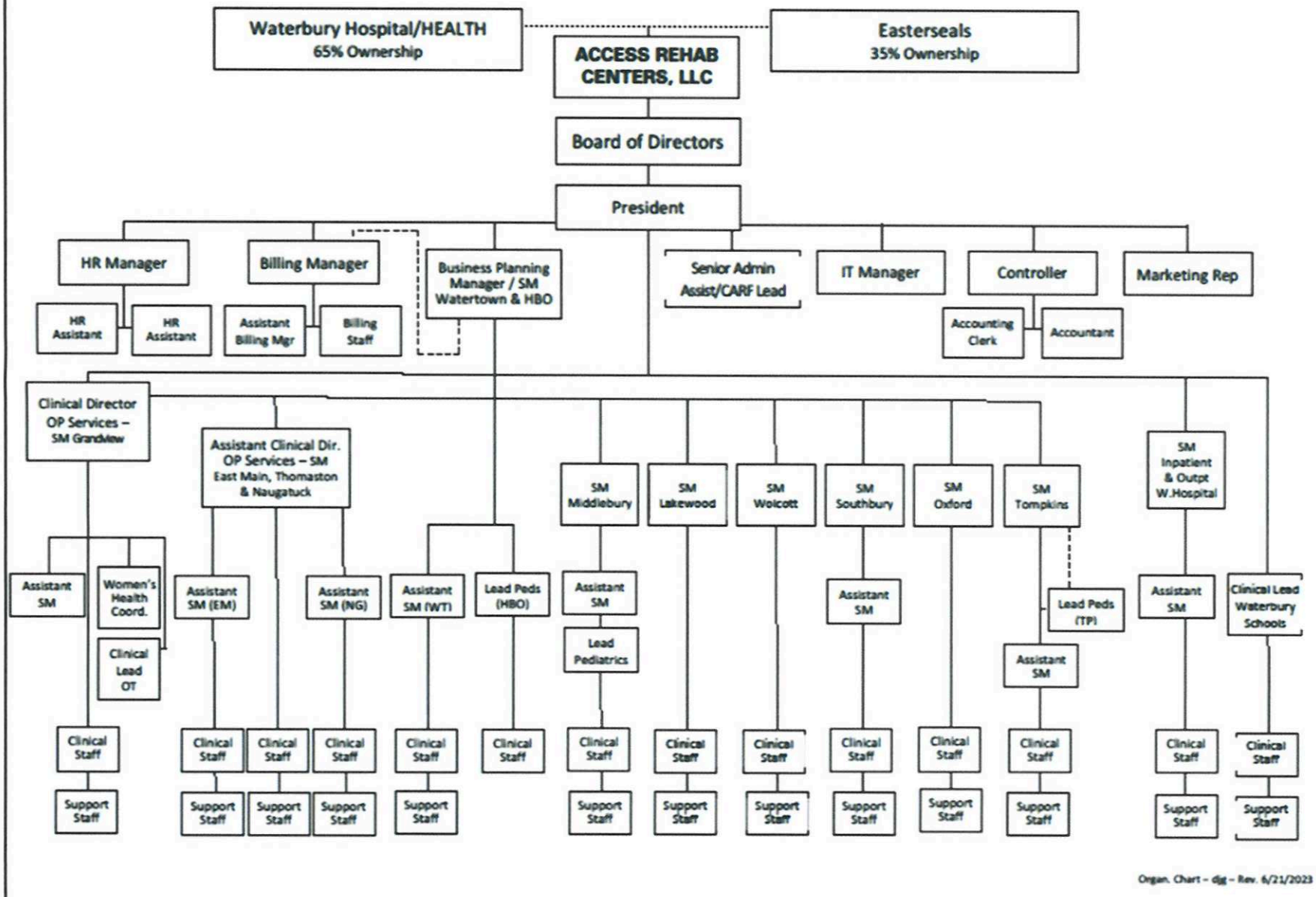
IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Access Rehab Centers, LLC, this 9th day of July, 2024.

Signature

Chairperson

Title

Access Rehab Centers



Attachment D

Attachment E

Client#: 94796 ACCESREH

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/02/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jorden M. Paparazzo
Starkweather & Shepley (FC) Insurance Brokerage, Inc. PO Box 549 Providence, RI 02901-0549	PHONE (A/C, No, Ext): 860 583-0943 FAX (A/C, No): 860-709-9354 E-MAIL ADDRESS: JPaparazzo@starshep.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Associated Employers Ins Co/AIM	11104
INSURER C : Coverys Specialty Insurance Company	15686
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Access Rehab Centers, LLC
22 Tompkins Street
Waterbury, CT 06708

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC OTHER:	X	X	02SBAAU0VV0	10/18/2023	10/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $500,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	02SBAAU0VV0	10/18/2023	10/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10,000	X	X	02SBAAU0VV0	10/18/2023	10/18/2024	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WMZ80080081402023A	10/18/2023	10/18/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			002CT000009781	10/18/2023	10/18/2024	$2,000,000 Per Claim $5,000,000 Aggregate Retro Date: 10/18/1998	

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

Reference: Request for Proposal #8130 - Athletic Trainer Services for High School

This is a claims made policy. Policy retro date is 12/07/12.
The City of Waterbury and it Board of Education are listed as an Additional Insured on all lines of coverage except Workers Compensation & Professional Liability and include a Waiver of Subrogation on (See Attached Descriptions)

CERTIFICATE HOLDER

The City of Waterbury and its
Board of Education
236 Grand Street
3rd Floor
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CTJMP

DESCRIPTIONS (Continued from Page 1)

all lines of coverage except Professional Liability, as their interests may appear, as required by written contract. A 30 Day Notice of Cancellation applies to all policies.

Attachment F

Completed City of Waterbury Disclosure Forms attached.

ACCESS REHAB CENTERS
22 TOMPKINS STREET
WATERBURY, CT 06708

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 ☐

Occupational and Physical Therapy Services RFP #7611 (School System)
(Service or Commodity Covered by Contract)

7/1/2023 - 6/30/2026
(Term of Contract)

Speech and Language Therapy Services RFP #7612 (School System)
(Service or Commodity Covered by Contract)

7/1/2023 - 6/30/2026
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

ACCESS REHAB CENTERS
22 TOMPKINS STREET
WATERBURY, CT 06708

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 ☒

(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)

ACCESS REHAB CENTERS
22 TOMPKINS STREET
WATERBURY, CT 06708

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

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

(Name of Official)

(Position with City)

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

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

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

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

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

I have read and agree to the above certification.

Access Rehab Centers, LLC
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory) — Date: 7/9/2024

Brian P. Emerick, President
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☒

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

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

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

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

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

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

State of Connecticut

FEIN: 06-1527429
SS:

County of New Haven

Brian Emerick, being first duly sworn, deposes and says that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	Organization Name	Address	Type of Ownership
1	NONE		
2			
3			
4			

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

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):

ownership %

	Name	Title	DOB	~~Stock~~ %
1	Waterbury Hospital			65%
2	Easterseals of Greater Waterbury			35%
3				
4	(We are not a publicly held company.)			

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

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

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE		
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Brian Emerick
Name of Corporate Signatory

22 Tompkins St.
Address of Business
Waterbury CT 06708

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 Connecticut)

) SS

County of New Haven)

Brian Emerick being duly sworn,

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

Subscribed and sworn to before me this 9th day of July 2024.

Donna J Guerrera
(Notary Public)

My Commission Expires: _____

Donna J Guerrera
Notary Public, State of Connecticut
My Commission Expires 3/31/2027

DONNA J GUERRERA NOTARY PUBLIC MY COMM. EXP. 3/31/2027 CONNECTICUT

REQUEST FOR PROPOSAL #8130
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
High School Athletic Trainers

The City of Waterbury, Department of Education (hereinafter "City"), is seeking certified High School Athletic Trainers.

A. Background and Intent

The City is seeking one or more Certified Athletic Trainers for each of the four high schools for practices and games.

B. Qualifications

Eligible proposers will be those vendors, consultants, business and institutions that have:

1. All trainers provided shall be certified and CT state licensed trainers.
2. All trainers must have a degree from an accredited athletic training program.
3. Among the topics the accredited program must include are formal instruction in injury/illness prevention, first aid and emergency care, assessment of injury/illness, human anatomy and physiology, therapeutic modalities and nutrition.
4. Connecticut state certification also requires that the trainer's classroom learning is enhanced thorough a successful completion of a supervised clinical internship.
5. All trainers shall encompass the prevention, diagnosis and intervention of emergency, acute, and chronic medical conditions involving impairment, functional limitations and disabilities.
6. Among the skills required by a provided trainer shall be, but not limited to, providing injury management treatment, and/or therapy, preventive taping/bracing/splinting or similar as needed, strength conditioning and nutrition counseling, assessment and/or referrals relating to Sports Injuries, safe trainer techniques and similar duties.
7. Vendors shall show evidence of having the capacity to provide such certified trainers to other similar municipal programs.

C. Scope of Services

To provide a CT Certified Athletic Trainer for each of the four High Schools for twenty-five (25) hours per week for each of the three listed sports seasons.
See Attachment E for details as to specific services to be provided.

D. Agreement Period

The agreement period for any contract resulting from this RFP is anticipated to be for three years though to 6/30/27 with options for up to three additional one year extensions, upon mutual agreement, for a possible total of up to six years.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of

Connecticut, an “A-“ Best’s Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

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

2. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet).

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on June 20, 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 June 27, 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 Education Department or their designee(s).

H. Conditions

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

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

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

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

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

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City’s Director of Purchasing may

provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

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

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

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

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

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

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

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

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

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

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

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

I. Proposal Requirements & Required Format

One original (clearly identified as such) and ***(3)*** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on July 10, 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. <u>Philosophy Statement and Business Focus</u>. 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. <u>Summary of Relevant Experience</u>. 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 prices for work to be performed in accordance with this RFP as per Attachment F (required to be submitted with vendors proposal), inclusive of all personnel and non-personnel expenses. This price shall encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?
b. Have you ever defaulted on a contract? If so, where and why?
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.
a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
b. Proposed cost schedule.
c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
d. Time, Project and Cost Schedule**.** Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.
2. Selection Process
The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances

Chapter 34 (“Good Jobs Ordinance“), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the “Good Jobs Ordinance“.

M. State Set-Aside Requirements - NOT APPLICABLE

i. 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.

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

iii. 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 https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports

N. State DAS Requirements for Construction Projects – NOT APPLICABLE

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

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

O. Bid Bond - NOT APPLICABLE

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

P. Performance/Payment Bonds – NOT APPLICABLE

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

Attachment A Documents

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

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

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

(Name of Official)

(Position with City)

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

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

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

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

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

I have read and agree to the above certification.

_____
(Name of Company, if applicable)

_____ _____
Signature of Individual (or Authorized Signatory) Date

_____
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

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

Certification

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

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

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

Print Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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

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

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

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

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

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

State of_____

SS.:_____

County of_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

_____ _____

Witness Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____ _____
Witness Name of Corporate Signatory

_____
Address of Business

Affix
Corporate
Seal

By:_____
Name of Authorized Corporate Officer

Its:_____
Title

CITY OF WATERBURY

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

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

CORPORATE RESOLUTION

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

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

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

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

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

_____
Secretary

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

LIMITED LIABILTY COMPANY RESOLUTION

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

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

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

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

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

_____
Manager/Member

.

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

Attachment B Document

- SAMPLE CONTRACT

AGREEMENT
RFP No. 8130
For
High School Athletic Trainer Services
Between
The City of Waterbury, Connecticut
and

_____

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702, and _____ (the "Consultant"), located at _____, a State of _____ duly registered [domestic/foreign] [corporation / limited liability company] (together with the City, jointly referred to as the "Parties").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8130** for High School Athletic Trainer Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8130**; 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 Athletic Trainer Services for Interscholastic Athletics at the following four (4) Waterbury Public Schools: Wilby High School located at 460 Bucks Hills Road, Waterbury, CT 06704; Crosby High School located at 300 Pierpont Rd., Waterbury, CT 06705; Kennedy High School located at 422 Highland Avenue, Waterbury, CT 06708; and Waterbury Career High School located at 175 Birch Street, Waterbury, CT 06704. The Consultant shall provide four (4) Connecticut certified (pursuant to Conn. Gen.

Stat. § 20-65g) athletic trainers (each, an "Athletic Trainer"), to provide trainer services to student-athletes throughout the duration of the fall, winter and spring sports seasons. There shall be one Athletic Trainer provided for each of the four above-named schools, each Athletic Trainer shall provide a minimum of twenty-five hours per week, as further detailed and described in **Attachment A** and are hereby incorporated into and made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1. Addendums to RFP No. 8130, dated _____, consisting of (x) page(s), attached hereto;
1.1.2. RFP No. 8130, consisting of (x) page(s), attached hereto;
1.1.3. Consultant's Cost Proposal, dated _____, consisting of (x) page(s), attached hereto;
1.1.4. Consultant's Response to RFP No. 8130, dated _____, consisting of (x) page(s), attached hereto;
1.1.5. Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6. City Contract Compliance Documents, incorporated herein by reference;
1.1.7. Certificates of Insurance, incorporated herein by reference;
1.1.8. Licenses, incorporated herein by reference;
1.1.9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.2.2 Any Addendums to RFP No. 8130
1.2.3 This Contract
1.2.4 Consultant's Price Proposal
1.2.5 RFP No. 8130
1.2.6 Consultant's Response to RFP No. 8130

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

SAMPLE

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.

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2.5. Activities, Work, and Services Performed on Non-Education Facilities. For all activities involving the performance of services on other City Property (e.g., 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 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

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"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. The Consultant shall be responsible for direct clinical supervision of any Athletic Trainer provided to the City.

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;

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

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

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

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

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

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

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

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

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

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

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

5. Contract Time. The Agreement shall be for a period of three (3) years, to commence September 1, 2024 and shall terminate June 30, 2027. As noted in in Section 1.1 and for the avoidance of doubt, the Athletic Trainers shall work only during the fall, winter and spring sports seasons throughout the Contract Time.

5.1. Option Periods. Either Party shall have the option to extend this Contract for up to three (3) additional one (1) year terms. Said option shall be exercised by mutual written consent of the Parties and executed prior to the expiration of the preceding term. The Parties will assess and negotiate the compensation for each additional option period year prior to the commencement of such option period.

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5.1.1 Option Period 1: July 1, 2027 – June 30, 2028
5.1.2 Option Period 2: July 1, 2028 – June 30, 2029
5.1.3 Option Period 3: July 1, 2029 – June 30, 2030

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

6. Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6 (except in the exercise of an Option Period, as set forth in Section 5.3 above).

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **[_____] DOLLARS AND [_____] CENTS ($_____.__)** per each year of the Contract, based on the hourly rate of **[_____] DOLLARS AND [_____] CENTS ($_____.__)**, for a total amount not to exceed **[_____] DOLLARS AND [_____] CENTS ($_____.__)** for the entire term of this Agreement and shall be in accordance with Consultant's Cost Proposal, dated _____.

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

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

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

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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. 8130** 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 reasonable attorneys' 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 attorneys' 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)**

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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 the immediately preceding Paragraph, 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..

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9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 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.

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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**
Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:
$1,000,000.00 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 Insurance:
$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

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contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by

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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.

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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

SAMPLE

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

SAMPLE

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.

SAMPLE

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.

SAMPLE

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).

SAMPLE

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:
25.2.1 an upward adjustment to a Consultant's payment claim, or

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

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

SAMPLE

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. 8130** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 8130.**

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; Jury Trial Waiver 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

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

Consultant: _____
_____
_____

City: The City of Waterbury
Special Education Department
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.

SAMPLE

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.

SAMPLE

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

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

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

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

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

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

SAMPLE

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

(Remainder of the Page Intentionally Blank; Signature Page to Follow)

SAMPLE

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:	**CONSULTANT**
Sign:_____	By:_____
Print name:	
Sign:_____	Date:_____
Print name:	

SAMPLE

ATTACHMENT A

1. Addendums to RFP No. 8130, dated _____, consisting of (x) page(s), attached hereto;

2. RFP No. 8130, consisting of (x) page(s), attached hereto;

3. Consultant's Cost Proposal, dated _____, consisting of (x) page(s), attached hereto;

4. Consultant's Response to RFP No. 8130, dated _____, consisting of (x) page(s), 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; and

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

SAMPLE

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

ATTACHMENT C

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

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

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

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

1 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

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

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

_____ _____

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

_____

Corporate Officer
(if applicable)

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

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

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

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL #8130
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
High School Athletic Trainers

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 each Wrongful Act**

(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.

Attachment E Document

- SCOPE OF SERVICES

REQUEST FOR PROPOSAL #8130
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
High School Athletic Trainers

Attachment E

Detail Specifications Athletic Trainers RFP 8130

Scope of Services

The awarded Vendor shall supply a Certified Athletic Trainer employed or retained by the awarded Vendor, or Affiliate/Subsidiary thereof, to provide the desired services at the times and events as listed below in the manner listed below.

These services shall be limited to:
1. Evaluation and treatment of minor injuries.
2. Application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services as may be required for major injuries,
3. Preventive taping and strapping of athletes as may be needed,
4. Providing nutritional information and guidance to student-athletes,
5. Providing basic educational information to student trainers and managers in the course of performing duties,
6. Support recommendations for exercise or other physical measures for minor injuries under the direction, supervision and review of a physician.
7. Oversee annual ImPACT testing for concussion management and confer results to the school nurse.

In addition, the Certified Athletic Trainer(s) shall also conform to the following as part of the standard duties:

A. All services will be performed on the City's premises with the exception of sports events at other schools where the Cities athletes are the "Visiting Team" if Attachment A-2 requires such coverage, or if services require equipment or therapeutic modalities unavailable at a City location.

B. Trainer/Vendor will maintain accurate written records of all treatment(s) rendered for all athletic injuries for which the Trainer/vendor renders treatment and all rehabilitation procedures provided and performed by the Trainer/Vendor, and agrees to provide these to the City upon request.

C. In cooperation with the Athletic Director, Trainer/vendor will develop a list of locations of emergency phones, emergency phone numbers and emergency procedures to be distributed to student-athletes and coaches.

D. Trainer/Vendor will request from the City a list of supplies required to render the services with sufficient time to permit the City to initially procure such supplies using the City's purchasing policy and regulations.

a. Subsequent to the initial stocking of supplies by the City, periodic replenishment of inventory will be the responsibility of the Trainer/Vendor. See H. below.

E. Trainer/Vendor will facilitate communications among injured athletes, the Athletic Director, School Nurse, Parent/Guardian and the team physician following all applicable HIPPA and other health records and communication regulations.

F. Trainer/Vendor will provide consultation(s) on relevant equipment, facilities and/or program designs when reasonably requested by the City.

G. The Trainer/Vendor's Certified Athletic Trainer shall be responsible for the Athletic Training room while in attendance there, including opening and closing procedures, inventory management and/or training facility management as appropriate.

H. Trainer/Vendor shall inspect and take an inventory of all team medical kits prior to the beginning of each season, and will procure replacement supplies as may be required. See D.a. above.

I. Trainer/Vendor Certified Athletic Trainer is immediately responsible to report to the Athletic Director or their designee(s).

J. If for any reason a Certified Athletic trainer needs to be absent, the Trainer/Vendor will do whatever is possible to provide a suitable replacement for that coverage.
   a. The City reserves the right to temporarily sub-contract with or for an equally qualified Certified Athletic trainer as may be needed in the event that the Trainer/Vendor is unavailable and cannot provide suitable replacement coverage for as long as may be required.
   b. The Athletic Director shall be notified in advance with as much notice as reasonably possible regarding the need for any prospective substitutions, both short term and long term.

K. All changes to practice and games shall be made available to the certified Athletic Trainer by the Athletic Director no less than twenty-four (24) hours for those rescheduled events to be properly covered.

*The parties recognize the need for, and agree to accept reasonable flexibility in weekly work schedules in order to maximize trainer presence at athletic contests and to promote overall effectiveness in meeting the needs of WPS student-athletes. This accommodation is subject, however, to the weekly twenty-five hours (25 hr.) minimum/maximum requirement, and the explicit approval of the school Athletic Director(s).

Overview of Expected Athletic Training Services

Hypothetical example of a typical day for Certified Athletic Trainers at a Waterbury High School:

2:00 PM – 2:15 PM – Check-in with athletic director and attend to administrative duties.
2:15 PM – 3:15 PM – Student-athlete injury assessment(s) and treatment(s).
3:15 PM – 4:00 PM – Follow-up care and calls to parents and referred medical providers, update

records.
4:00 PM – 5:00 PM – Pre-Practice & Pre-Game preparation of student-athletes.
5:00 PM – 7:00 PM – On Field coverage of games and/or practices.

Training Room Responsibilities

- Injury recognition and assessment.
- Treatment and rehabilitation that can be provided in the training room.
- Injury prevention education and training with student-athletes, coaches.
- Maintain open communication with parents, coaches and other medical providers as appropriate.
- Initiate referrals for required medical treatment and/or rehabilitation.
- Consult / educate on equipment, environmental maintenance safety issues as needed.
- Practice and game preparation such as taping and inspecting protective equipment.

On-Field and Game Coverage Responsibilities

- Establish and follow procedures for a medical emergency.
- Assess athletic injuries and provide on-field first aid as needed.
- Allow for a safe return to play by performing on-field care as appropriate.
- Communicate with coaching and medical staff regarding an injury and playing status.

Administrative Responsibilities

- Maintain accurate written records of all athletic injuries and their treatment.
- Maintain an accurate and up to date inventory of all athletic training room supplies.
- Trainer/Vendor will self-supply necessary athletic training supplies (tape, ice packs, etc.) as needed.
- Conduct ImPACT testing for concussion management and forward results to the school nurse.
- Supervise training room in a professional manner as per industry standards.
- Update emergency files and medical history of athletes for any changes as they occur.
- Provide for a professional appearance of athletic training room with educational information.
- Establish and follow an emergency management plan; educate same to all staff.
- Maintain Red Cross or American Heart Association CPR and First Aid certification.
- Advise and support students' strength and conditioning plans and related programs.

Athletic Training Room Coverage

Vendors shall provide Certified Athletic trainers that will be available for a minimum/maximum of twenty-five (25) hours per week, subject to flexible scheduling at the discretion of the Athletic Director. Event and practice coverage shall be prioritized during these times.

- Trainer/Vendor shall provide weekly coverage to staff the on-campus training room for student care and treatment(s) in the afternoons after school.
    - Trainer/vendor shall not be required to provide Athletic Training room coverage when the trainer is required to attend a game event.

Seasonal Event Coverage , which includes Preseason and Post Season

1. **Fall Season Coverage (August to November):** Football, Soccer, Girls' Volleyball, Cross-Country, Cheerleading, Girls Swim & Dive, Strength and Conditioning, Unified Sports.

2. **Winter Sport Coverage (December to March)**: Boys and Girls Basketball, Indoor Track and Field, Boys' Swim & Dive, Cheerleading, Strength and Conditioning, Unified Sports.

3. **Spring Sports Coverage (March to June)**: Baseball, Softball, Tennis, Golf, Outdoor Track and Field, Boys' Volleyball, Strength and Conditioning, Unified Sports.

Schools to be Serviced:

Crosby High School

Kennedy High School

Waterbury Career Academy

Wilby High School

Proposal Options:

The City would prefer one vendor for all four school locations, but will make multiple awards among the four schools as needed to provide adequate and equitable AT coverage. Vendors may provide pricing for one, two, three or all four High School locations at their discretion. Vendors may indicate a preference order between the schools for less than a full award and the City will make every reasonable effort to comply with any such preference request.

The City seeks to enter into a multi-year contract with the awarded vendor(s) for the awarded location(s). This format would be a three-year contract with three (3) additional one-year options to extend by mutual agreement.

Vendors shall indicate their bid locations by submitting pricing for years one, two and three, plus option years one, two and three, for each of the locations as applicable in the Attachment E table below.

Vendors must agree to supply the specified coverage services for all three sports seasons of each school year and for the student-athletes of each sport listed under each seasonal heading.

END OF ATTACHMENT E

Attachment F Document

- PROPOSAL FORM

REQUEST FOR PROPOSAL #8130
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
High School Athletic Trainers

ATTACHMENT F

Price Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: _____

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

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

_____
(Print or Type Company/Corporate Name)

_____
(Print or Type Business Address)
_____

_____

_____

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Proposal continued on following page(s)]

SCHOOL YEAR	Proposal Price per Year	School(s)
2024-25	OPTION #1 (1 AT): $	
	OPTION #2 (2 ATs): $	
	OPTION #3 (3 ATs): $	
	OPTION #4 (4 ATs): $	**Career, Crosby, Kennedy, Wilby**
	Additional Coverage requests* per hour: $	

SCHOOL YEAR	Proposal Price per Year	School(s)
2025-26	OPTION #1 (1 AT): $	
	OPTION #2 (2 ATs): $	
	OPTION #3 (3 ATs): $	
	OPTION #4 (4 ATs): $	**Career, Crosby, Kennedy, Wilby**
	Additional Coverage requests*: $ per hour	

SCHOOL YEAR	Proposal Price per Year	School(s)
2026-27	OPTION #1 (1 AT): $	
	OPTION #2 (2 ATs): $	
	OPTION #3 (3 ATs): $	
	OPTION #4 (4 ATs): $	**Career, Crosby, Kennedy, Wilby**
	Additional Coverage requests* per hour: $	

[Proposal continued on following page(s)]

SCHOOL YEAR	OPTION YEAR ONE-Proposal Price per Year	School(s)
2027-28	OPTION #1 (1 AT): $	
	OPTION #2 (2 ATs): $	
	OPTION #3 (3 ATs): $	
	OPTION #4 (4 ATs): $	**Career, Crosby, Kennedy, Wilby**
	Additional Coverage requests*: $ per hour	

SCHOOL YEAR	OPTION YEAR TWO- Proposal Price per Year	School(s)
2028-29	OPTION #1 (1 AT): $	
	OPTION #2 (2 ATs): $	
	OPTION #3 (3 ATs): $	
	OPTION #4 (4 ATs): $	**Career, Crosby, Kennedy, Wilby**
	Additional Coverage requests* per hour: $	

SCHOOL YEAR	OPTION YEAR THREE- Proposal Price per Year	School(s)
2029-30	OPTION #1 (1 AT): $	
	OPTION #2 (2 ATs): $	
	OPTION #3 (3 ATs): $	
	OPTION #4 (4 ATs): $	**Career, Crosby, Kennedy, Wilby**
	Additional Coverage requests* per hour: $	

Contract award will be structured for a thirty-six (36) month term, beginning July 1, 2024 and concluding on June 30, 2027, with an option to extend for up to three (3) additional one (1) year terms upon mutual consent of the parties.

* Any requests for additional coverage needed for unique/special events not accounted for in the previous specifications, such as multiple CIAC Tournament games coverage at the same times, Middle School Jamborees or Tournaments, etc. will be regarded as separate, billable events at the same agreed upon rate per hour by contract year throughout the terms of the three-year contract.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the

work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Respectfully submitted by: _____

_____ _____

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

Company/Corporate Name (Print or Type)

_____

Signature of Authorized Official

_____

Name of Authorized Official (Print or Type)

_____

Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

_____ _____

Business Address: (Print or Type)

Business Fax Number: (Print or Type)

_____ _____

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

Business Mobile Number: (Print or Type)

_____ _____

Business Telephone Number: (Print or Type)

Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate

END OF ATTACHMENT F

THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office **Date 7/25/2024**

To: **Jerry Gay- Contract Manager**
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following ***is not delinquent***.

Access Rehab Centers, LLC
22 Tompkins St.
Waterbury, CT 06708

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

Very truly yours,

Nancy J Olsm

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name: Access Rehab Centers, LLC

Requesting Department: BOE

Department Contact: Jerry Gay jerry.gay@waterbury.k12.ct.us

Description of work to be performed: RFP# 8130 Athletic Trainer Services for Waterbury Public High Schools

Estimated Contract Duration and End Date: multi

Date Reviewed: 07/29/2024

Insurance Certificate Term: 10/18/2023 – 10/18/2024

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

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

Comments:

Approved: Yes

7/29/24

Risk Manager or Authorized Designee

Client#: 94796 ACCESREH

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/29/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Starkweather & Shepley (FC)
Insurance Brokerage, Inc.
PO Box 549
Providence, RI 02901-0549

CONTACT NAME: Jorden M. Paparazzo
PHONE (A/C, No, Ext): 860 583-0943 FAX (A/C, No): 860-709-9354
E-MAIL ADDRESS: jPaparazzo@starshep.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Associated Employers Ins Co/AIM	11104
INSURER C : Coverys Specialty Insurance Company	15686
INSURER D : Certain Underwriters at Lloyd's	15792
INSURER E :	
INSURER F :	

INSURED
Access Rehab Centers, LLC
22 Tompkins Street
Waterbury, CT 06708

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC OTHER:	X	X	02SBAAU0VV0	10/18/2023	10/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $500,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	02SBAAU0VV0	10/18/2023	10/18/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10,000	X	X	02SBAAU0VV0	10/18/2023	10/18/2024	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WMZ80080081402023A	10/18/2023	10/18/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			002CT000009781	10/18/2023	10/18/2024	$2,000,000 Per Claim $5,000,000 Aggregate	
D	A&M Liability			SML000000364875C	10/18/2023	10/18/2024	$1,000,000/$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Reference: Request for Proposal #8130 - Athletic Trainer Services for High School

Professional Liability is a claims made policy. Policy Retro Date is: 10/18/1998.
The City of Waterbury and it Board of Education are listed as an Additional Insured on all lines of coverage except Workers Compensation & Professional Liability and include a Waiver of Subrogation on
(See Attached Descriptions)

CERTIFICATE HOLDER

The City of Waterbury and its
Board of Education
236 Grand Street
3rd Floor
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

all lines of coverage except Professional Liability, as their interests may appear, as required by written contract. A 30 Day Notice of Cancellation applies to all policies. A&M Liability - $50,000 Retention.

Prepared on
4/29/2024 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE
Contact Name: Joe Gorman jgorman@waterbury.k12.ct.us
Jerry Gay jerry.gay@waterbury.k12.ct.us
Description of Project/Work/Services: RFP# 8130 Athletic Trainers for each High School

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.
If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed 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 Ed.

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 Occurrence**
$1,000.000 Aggregate
(Applicable to Contractors working directly with Youth/Minors)

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

CITY OF WATERBURY, RISK MANAGEMENT
Insurance Bid Specifications Recommendation

Submitting Department: **BOE Contracts**
Contact Name: **Jerry Gay ; Joe Gorman**
Project: **High School Athletic Trainers**
Date : **4/26/24**
Description of Work/Services: **Provide an Athletic Trainer to each High School per RFP 8130**
Contract Term**: Expected three to four years, if possible**
Recommended Insurance Coverages and Limits: Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of VIII. In addition, all Carriers are subject to approval by the City of Waterbury.

General Liability: each $_____ each Occurrence
$_____ General Aggregate
$_____ Products/ Completed Operations Aggregate

Auto Liability: $_____Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
Employer Liability (EL)
$_____ EL each Accident
$_____ EL Disease each Employee EL Disease
$_____ EL Policy Limits

Excess/ Umbrella Liability: $_____ each Occurrence
$_____ Aggregate

Builder's Risk/installation Floater Insurance: $_____each Occurrence OR Limits equaling
The Value of the Project not necessary not construction

Contractors Pollution Liability Insurance $_____ each Occurrence/Claim
$_____ Aggregate
There will be no exclusion for Hazardous materials, including Asbestos and Lead
No construction

Professional Liability/E&O: $_____each Wrongful Act
$_____Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. $_____each Occurrence
$_____Aggregate
(Applicable to Contractors working directly with Youth/Minors) no children that I am aware of

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

Attachment D – Detail Specifications Athletic Trainers RFP xxxx

Service Specifications – jg draft as of 4/22

The awarded Vendor shall supply a Certified Athletic Trainer employed or retained by the awarded Vendor, or Affiliate/Subsidiary thereof, to provide the desired services at the times and events as listed below in the manner listed below.

These services shall be limited to :

1. Evaluation and treatment of minor injuries
2. Application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services as may be required for major injuries
3. Preventive taping and strapping of athletes as may be needed
4. Providing nutritional information and guidance to student-athletes
5. Providing basic educational information to student trainers and managers in the course of performing duties
6. Support recommendations for exercise or other physical measures for minor injuries under the direction, supervision and review of a physician
7. Oversee annual ImPACT testing for concussion management and refer results to the school nurse

In addition, the Certified Athletic Trainer(s) shall also conform to the following as part of the standard duties:

A. All services will be performed on the City's premises with the exception of sports events at other schools where the Cities athletes are the "Visiting Team" if Attachment A-2 requires such coverage , or if services require equipment or therapeutic modalities unavailable at a City location

B. Trainer/Vendor will maintain accurate written records of all treatment(s) rendered for all athletic injuries for which the Trainer/vendor renders treatment and all rehabilitation procedures provided and performed by the Trainer/Vendor, and agrees to provide these to the City upon request

C. In cooperation with the Athletic Director, Trainer/vendor will develop a list of locations of emergency phones, emergency phone numbers and emergency procedures to be distributed to student-athletes and coaches

D. Trainer/Vendor will request from the City a list of supplies required to render the services with sufficient time to permit the City to initially procure such supplies using the City's purchasing policy and regulations.
    a. Subsequent to the initial stocking of supplies by the City, periodic replenishment of inventory will be the responsibility of the Trainer/Vendor

E. Trainer/Vendor will facilitate communications among injured athletes, the Athletic Director, School Nurse, Parent/Guardian and the team physician following all applicable HIPPA and other health records and communication regulations

F. Trainer/Vendor will provide consultation(s) on relevant equipment, facilities and/or program designs when reasonably requested by the City

G. The Trainer/Vendor's Certified Athletic Trainer shall be responsible for the Athletic Training room while in attendance there, including opening and closing procedures, inventory management and/or training facility management as appropriate

H. Trainer/Vendor shall inspect and take an inventory of all team medical kits prior to the beginning of each season, and will procure replacement supplies as may be required

I. Trainer/Vendors Certified Athletic Trainer is immediately responsible to report to the Athletic Director or their designee(s)

J. If for any reason a Certified Athletic trainer needs to be absent, the Trainer/Vendor will do whatever is possible to provide a suitable replacement for that coverage
   a. The City reserves the right to temporarily sub-contract with an equally qualified Certified Athletic trainer as may be needed in the event that the Trainer/Vendor is unavailable and cannot provide suitable replacement coverage
   b. The Athletic director shall be notified in advance with as much notice as reasonably possible regarding the need for any prospective substitutions

K. All changes to practice and games shall be made available to the certified Athletic trainer by the Athletic Director no less than twenty-four (24) hours for those rescheduled events to be properly covered

*The parties recognize the need for, and agree to accept reasonable flexibility in weekly work schedules in order to maximize trainer presence at athletic contests and to promote overall effectiveness in meeting the needs of WPS student-athletes. This accommodation is subject, however, to the weekly twenty-five hours (25 hr.) minimum/maximum requirement, and the explicit approval of the school Athletic Director(s).

Overview of Expected Athletic Training Services

Hypothetical example of a typical day for Certified Athletic Trainers at a Waterbury High School:

2:00 PM – 2:15 PM – Check-in with athletic director and attend to administrative duties
2:15 PM – 3:15 PM – Student-athlete injury assessment(s) and treatment(s)
3:15 PM – 4:00 PM – Follow-up care and calls to parents and referred medical providers, update records
4:00 PM – 5:00 PM – Pre-Practice & Pre-Game preparation of student-athletes
5:00 PM – 7:00 PM – On Field coverage of games and/or practices

Training Room Responsibilities

- Injury recognition and assessment
- Treatment and rehabilitation that can be provided in the training room
- Injury prevention education and training with student-athletes, coaches
- Maintain open communication with parents, coaches and other medical providers as appropriate
- Initiate referrals for required medical treatment and/or rehabilitation
- Consult / educate on equipment, environmental maintenance safety issues as needed
- Practice and game preparation such as taping and inspecting protective equipment

On-Field and Game Coverage Responsibilities

- Establish and follow procedures for a medical emergency
- Assess athletic injuries and provide on-field first aid as needed
- Allow for a safe return to play by performing on-field care as appropriate
- Communicate with coaching and medical staff regarding an injury and playing status

Administrative Responsibilities

- Maintain accurate written records of all athletic injuries and their treatment
- Maintain and accurate and up to date inventory of all athletic training room supplies
- Trainer/Vendor will self-supply necessary athletic training supplies (tape, ice packs, etc.) as needed
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- Supervise training room in a professional manner as per industry standards
- Update emergency files and medical history of athletes for any changes as they occur
- Provide for a professional appearance of athletic training room with educational information
- Establish and follow an emergency management plan with education of same to all staff
- Maintain Red Cross or American Heart Association CPR and First Aid certification
- Advise and support students' strength and conditioning plans and related programs

Athletic Training Room Coverage

Vendors shall provide Certified Athletic trainers that will be available for a minimum/maximum of twenty-five (25) hours per week, subject to flexible scheduling at the discretion of the Athletic Director. Event and practice coverage shall be prioritized during these times.

- Trainer/Vendor shall provide weekly coverage to staff the on-campus training room for student care and treatment(s) in the afternoons after school.
    - Trainer/vendor shall not be required to provide Athletic Training room coverage when the trainer is required to attend a game event

Seasonal Event Coverage , which includes Preseason and Post Season

1. **Fall Season Coverage (August to November):** Football, Soccer, Girls' Volleyball, Cross-Country, Cheerleading, Girls Swim & Dive, Strength and Conditioning, Unified Sports

2. **Winter Sport Coverage (December to March)**: Boys and Girls Basketball, Indoor Track and Field, Boys' Swim & Dive, Cheerleading, Strength and Conditioning, Unified Sports

3. **Spring Sports Coverage (March to June)**: Baseball, Softball, Tennis, Golf, Outdoor Track and Field, Boys' Volleyball, Strength and Conditioning, Unified Sports

Schools to be Serviced

Crosby High School Kennedy High School Waterbury Career Academy Wilby High School

Proposal Options:

The City would prefer one vendor for all four school locations, but will select multiple awards among the four schools as needed to provide adequate and equitable AT coverage. Vendors may provide pricing for one, two, three or all four High School locations at their discretion. Vendors may indicate a preference order between the schools for less than a full award.

The City seeks to enter into a multi-year contract with the awarded vendor(s) for the awarded location(s). This format would be a three-year contract with three (3) additional one-year options to extend by mutual agreement.

Vendors shall indicate their bid locations by submitting pricing for years one, two and three for each of the locations as applicable in the Attachment E table below.

Vendors must agree to supply the specified coverage services for all three sports seasons of each school year and for the student-athletes of each sport listed under each seasonal heading.

ATTACHMENT E
PRICING PROPOSAL
Athletic Trainer Services for WPS Interscholastic Athletics

SCHOOL YEAR	Proposal Price per Year	School(s)
2024-25	OPTION #1 (1 AT): $	
	OPTION #2 (2 ATs): $	
	OPTION #3 (3 ATs): $	
	OPTION #4 (4 ATs): $	**Career, Crosby, Kennedy, Wilby**
	Additional Coverage requests* per hour: $	

SCHOOL YEAR	Proposal Price per Year	School(s)
2025-26	OPTION #1 (1 AT): $	
	OPTION #2 (2 ATs): $	
	OPTION #3 (3 ATs): $	
	OPTION #4 (4 ATs): $	**Career, Crosby, Kennedy, Wilby**
	Additional Coverage requests*: $ per hour	

SCHOOL YEAR	Proposal Price per Year	School(s)
2026-27	OPTION #1 (1 AT): $	
	OPTION #2 (2 ATs): $	
	OPTION #3 (3 ATs): $	
	OPTION #4 (4 ATs): $	**Career, Crosby, Kennedy, Wilby**
	Additional Coverage requests* per hour: $	

Contract award will be structured for a thirty-six (36) month term, beginning July 1, 2024 and concluding on June 30, 2027, with an option to extend for up to three (3) additional one (1) year terms upon mutual consent of the parties.

* Any requests for additional coverage needed for unique/special events not accounted for in the previous specifications, such as multiple CIAC Tournament games coverage at the same times, Middle School Jamborees or Tournaments, etc. will be regarded as separate, billable events at the same agreed upon rate per hour by contract year throughout the terms of the three-year contract.

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT

Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at rnickerl@waterburyct.org . Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department; **Joe Gorman / Contracts**

Requesting Department Contact: **Jerry Gay, Contracts, 203-346-3989**

Detailed description of Work/Services to be performed: **Provide Athletic Trainers to each of the four High Schools for 25hrs per week as per RFP 8130. Award may be split among four vendors depending upon received proposals.**

Environmental Services Included — If YES, describe: **NO**

Medical Services Included — If YES, describe: **Minor Injury's, Stabilize for Professional Medical care as may occur.**

Hazardous Substances — If YES, describe: **NO**

Will Use of Subcontractors be Permitted? **NO**

Summarize any other Special Conditions: **NONE**

Estimated Cost: **$130,000 per year**

Contract Term: **3-4 years hoped for**.

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable: **Prior RFP Limits Not Available.**

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Friday, April 26, 2024 11:47 AM
To: Insurance Requests
Cc: JOSEPH GORMAN
Subject: Limits for RFP 8130 HS Athletic trainers
Attachments: Insurance limits request - RFP 8130 High School Athletic Trainers.docx; RM Limits - RFP 8130 High School Athletic Trainiers.docx; Attachment D - Detail Specifications for Athletic Training RFP 8130.docx

Good Morning, Please see the attached for limits for an RFP & Draft contract for vendors providing athletic trainers to each of the four High Schools. I do not have the prior RFP or current contracts COI limits but am including the Attachment D Detail specifications we will be issuing. Thank You,

Jerry Gay, BOE Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Thursday, July 25, 2024 12:26 PM
To: Insurance Requests
Cc: JOSEPH GORMAN
Subject: COI Approve - RFP 8130
Attachments: RM Insurance RFP 8130 HS Trainers.pdf; COI Access Rehab RFP 8130.pdf

Please see the attached COI to review for approval from RFP 8130 for HS Athletic Trainers. Thank you,

Jerry Gay, BOE Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

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Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Monday, July 29, 2024 1:28 PM
To: Insurance Requests
Cc: JOSEPH GORMAN
Subject: FW: BOE - ATHLETIC TRAINERS AT DISTRICTS HIGH SCHOOLS
Attachments: Scan2024-07-26_154543.pdf; Updated Access Rehab COI - City of Waterbury ATC 10 18 23 - 10 18 24.pdf

Please see the attached updated COI, Thanks, Jerry

From: Crystal Burr [mailto:cburr@waterburyct.org]
Sent: Friday, July 26, 2024 3:47 PM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: Insurance Requests <InsuranceRequests@waterburyct.org>; JOSEPH GORMAN <jgorman@waterbury.k12.ct.us>
Subject: BOE - ATHLETIC TRAINERS AT DISTRICTS HIGH SCHOOLS

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.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.5

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a Professional Services Agreement with Houghton Mifflin Harcourt Publishing Company for Science Dimensions Curriculum Grades 4 – 5.

WATERBURY
PUBLIC SCHOOLS

Kari Nizzardo
K-12 Science Supervisor
(203) 573-6695
knizzardo@waterbury.k12.ct.us

8/9/2024

Board of Education
236 Grand St
Waterbury, CT 06702-1973

Re: Executive Summary- Houghton Mifflin Harcourt Publishing Company- Science Dimensions for grades 4 and 5 for the 2024-2025 school year

Dear Board of Education:

The Waterbury Public Schools is seeking approval of the agreement between Houghton Mifflin Harcourt Publishing Company and the school system for curriculum for grades 4 and 5 for the 2024 - 2025 school year. HMH has provided the NGSS-aligned Science curricula for grades K-5 for the last 6 years. This curriculum includes consumable workbooks, online access for staff and students, and replenishment kits for hands-on activities.

We would like to continue using HMH for the next two years for grades 4 and 5 to allow the completion of the OpenSciEd curriculum. This open-source curriculum has been developed and rigorously tested by a consortium of five nationally recognized educational research and development organizations, science administrators, and teachers from multiple states. We are developing in-house curricula for grades K-3 to align with the new Benchmark ELA program, ensuring cost efficiency and an integrated approach.

The cost of the program for the 2025 school year is $54,119.41 and will be paid out of Alliance funding.

Thank you for your consideration,

Kari Nizzardo

Kari Nizzardo

PROFESSIONAL SERVICES AGREEMENT
For
Science Dimensions Curriculum Grades 4-5
between
The City of Waterbury, Connecticut
and
Houghton Mifflin Harcourt Publishing Company

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY, a duly authorized State of Massachusetts Stock Corporation located at 125 High Street, Boston, Massachusetts (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City to provide its copyrighted Science Dimensions instructional materials for use in City of Waterbury Public Schools grades 4-5, including complimentary products, in-service training as agreed and outlined in Attachment A; and

WHEREAS, the City selected the Contractor to provide such services; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide Science Dimensions curricula for grades 4-5 (“Software”), including professional learning, as further detailed and described in **Attachment A** and hereby made material provisions of this Contract.

(a) The Project consists of licenses (“Licenses”) to the City to use Contractor’s proprietary Software, specifically:

Contractor grants to the City for the term set forth herein, a limited non-exclusive, non-transferable right and license to access the Software in accordance with the terms and conditions of this Agreement. Contractor shall have the exclusive title to the Software and any portion of the Software materials including all documentation, enhancements, modifications and any new versions of the Software and all copies of the Software or any portions of the Software whether made by Contractor or the City. Contractor's title shall include, but not be limited to, any and all copyright, trademark and other intellectual property rights, or other rights in the Software. The City may not decompile, disassemble or reverse engineer the Software. The City shall not transfer, resell or grant any rights of any kind to any individual a copy of the Software to any party. The City may not create any derivative works based upon the Software or access the Software in order to build a competitive solution or to assist someone else to build a competitive solution. The City agrees and acknowledges that only Contractor is authorized to support or maintain the Software. Contractor shall provide the proprietary Software as provided in the Licenses and as detailed in Contractor's quotes Cost Proposal # 008989701 and Cost Proposal # 008879231, and such other administrative support as Contractor customarily provides to its licensed users. The Licenses do not contemplate the creation of any deliverables, work product, or intellectual property by Contractor specifically for the City, and no such items or rights to any such items shall be transferred to City under the Contract.

(b) Because Contractor's performance obligations under this Contract are set forth in the Licenses, provisions of this Contract document that refer to Contractor's performance of physical or on-site labor or services, the generation of any unique and/or tangible or intangible deliverables, work product or intellectual property, and/or that otherwise conflict with any of the Licenses, are generally inapplicable and any specific License terms pertaining to Contractor's performance and obligations shall control over any general terms in the Contract.

(c) References in the Contract to "work" and "commencement of work" and similar phrases shall be construed to refer to the commencement of each License subscription, and any references to work and/or services to be performed under the Contract shall not pertain to any of Contractor's other activities and course of business, such as curriculum development or publishing. The Licenses shall terminate in accordance with their respective terms, provided that the City may terminate for lack of funding as provided in Section 13.3 of the Contract. As used in this Contract, "subcontractors" means and refers third parties performing services on behalf of Contractor in Connecticut regarding the activation, implementation, and maintenance of the licensed programs. The parties agree that the City may audit Contractor's financial records relating to the Contract to the extent

mandated by applicable law. Such audits shall be made no more than once per year, during normal business hours, and not take longer than one (1) business day. Such audits shall be subject to the execution of Contractor's confidentiality agreement containing reasonably standard terms, and scheduling according to the mutual convenience of the parties.

(d) Because the "work" consists of commencement of each License subscription, for the avoidance of doubt: Contract language that refers to the reporting requirements of work progress in Section 3.8, the milestone and completion dates in Section 5, the requirement that payment be subject to the City's review of the work in Sections 6.1 and 6.3, the City's ability to issue change orders regarding the work in Section 25, and any similar provisions shall not apply; and the City's compensation obligations under Section 6 of the Contract shall begin upon Contractor's commencement of the Licenses and the issuance of Contractor's invoice in accordance with the Licenses.

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

1.1.1 Sole Source Procurement documents (attached hereto)
1.1.2 Contractor's quotes Cost Proposal # 008989701 (attached hereto)
1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.5 All Required Licenses

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

1.2.1 This Contract document.
1.2.2 Sole Source Procurement documents (attached hereto)
1.2.3 Contractor's quotes Cost Proposal # 008989701 (attached hereto)
1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

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

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

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

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

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

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

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contract Time. The term of this Contract shall be for a period of 1 one year commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate June 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.

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

Compensation for the Contractor’s services shall not exceed Two Hundred Thirty-Four Thousand Seven Hundred Eighty-Seven and 61/100 Dollars ($234,787.61), as follows:

Contract Year 1 (FY 25) ……. $54,119.41

Total Contract Amount ……..… ….. $54,119.41

The compensation shall be paid in conformity with Contractor's quotes which are the Cost Proposal # 008989701 and Cost Proposal # 008879231 which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City. Payment will be made within thirty (30) days of receipt of the invoice.

6.1.1 Reserved.

6.3. Review of Work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract. Such certification will occur within thirty (30) days from which the work was provided to the City.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State

Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Reserved.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all third party claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder. Notwithstanding the foregoing, where any claim described above is the result of the negligence, willful misconduct or material breach of the Contract by the City by third parties beyond the control of Contractor, Contractor's liability hereunder shall be reduced to the extent of the relative fault, if any, of the City or such third parties.

8.2. In any and all third party claims against the City or any of its boards, agents, employees or
officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts. Notwithstanding the above, IN NO EVENT SHALL CONTRACTOR'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM. Said damage limitation shall not apply to any intellectual property based claims brought by a third party alleging unauthorized use or infringement claims against City arising from use of the intellectual property/software delivered to City under this Agreement.

8.3. The Contractor understands and agrees that any insurance required by this

Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

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

8.5. Royalties and Patents. If applicable, 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. The intellectual property indemnity provided herein shall not apply to the extent the alleged infringement arises from any use of the work not in accordance with this Contract or from any unauthorized modification of the work by the City.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission and which is not also caused by the negligence, willful misconduct or material breach of the Contract by City or by third parties beyond the control of Contractor, provided that if Contractor is required to indemnify City, Contractor shall be entitled to contribution to the extent of the relative fault, if any, of the City.

9. Contractor's Insurance.

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

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

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

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

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

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

9.4.2 Excess / Umbrella Insurance: $1,000,000.00 each wrongful act. **$1,000,000.00** aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

9.4.3 Professional Liability / Errors and Omissions Insurance: $1,000,000.00 each wrongful act. **$1,000,000.00** aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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

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

cancellation, regardless of the reason for such cancellation except ten (10) days of non-payment of premium.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Education as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except 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. Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

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

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract’s dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

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

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

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

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

12. Intentionally left blank.

13. Termination.

13.1. Termination of Contract for Cause. If the Contractor shall fail to fulfill in a timely and proper manner its material obligations under this Contract, or if the Contractor shall violate any of the material covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving a sixty (60) day cure period to the Contractor, and if the breach is not cured within the cure period, written notice to the Contractor prior to the termination date and specifying the effective date thereof, of such termination.

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

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than ninety (90) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving ninety (90) day, if possible, written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor and agreement

in writing by the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall cease all work and return to the City any City property in Contractor's possession.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all custom documents, data, studies, reports, specifications, deliverables, etc create specifically for the City. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date. The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

13.4.4 Assumption of Subcontracts. Reserved.

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

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

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks. copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

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

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

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

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

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Notwithstanding the foregoing, Contractor may assign this Contract without such consent to: (i) an affiliate; or (ii) to a successor pursuant to a merger or a sale of all or substantially all of its assets to which this Contract relates. Contractor shall give City reasonable notice if any such assignment takes place

18. Audit. The City reserves the right to audit the Contractor's financial books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder, which will occur within thirty (30) days of receipt. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

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

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

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

25. Contract Change Orders.

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

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's **Sole Source Procurement documents** and **(ii)** the Contractor's proposal responding to the **Sole Source Procurement documents.**

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. Reserved.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the

successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

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

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

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

Contractor: Houghton Mifflin Harcourt Publishing Company
125 High Street
Boston, MA 02110

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

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

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

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former

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

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

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

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

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

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

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

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "The City of Waterbury Code of Ordinances *Revised 12/31/19"*. For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

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

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

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

(signature page follows)

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Paul K. Pernerewski, Jr., Mayor

Date:_____

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

By:_____

Its:_____

Date:_____

ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Contractor's quotes Cost Proposal # 008989701 and Cost Proposal # 008879231 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

ASSISTANT SECRETARY'S CERTIFICATE

I, Kathleen Rideout, Assistant Secretary of Houghton Mifflin Harcourt Publishing Company, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (the Company), hereby certify that I am the duly elected Assistant Secretary of Houghton Mifflin Harcourt Publishing Company, and that pursuant to Section IV.D.2. of the Company's Operating Manual, adopted by resolution of the Company's Board of Directors at a meeting held on December 1, 2004, which resolution is in full force and effect as of the date hereof, Catherine Crowe-Lile, Vice President Finance, Houghton Mifflin Harcourt, is authorized to empower Lisa A. Jacobson, Senior Director, Bids and Contracts, to be its true, sufficient and lawful attorney for Houghton Mifflin Harcourt, and in its name, place and stead, for the purposes only of executing and signing on its behalf and under this specific authorization, bids and contracts for the sale of textbooks and other publications in the name and on behalf of the Company to cities, states, and other governmental bodies.

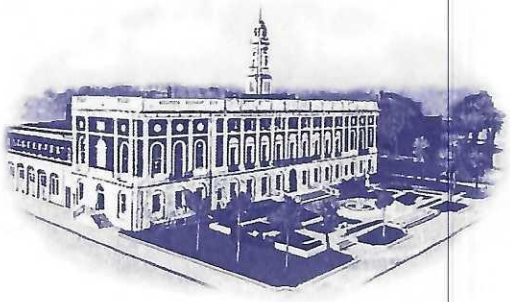
IN WITNESS WHEREOF, I have set my hand and affixed the seal of Houghton Mifflin Harcourt Publishing Company this 3rd day of June, 2024.

Kathleen Rideout

Kathleen Rideout, Assistant Secretary



KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Kari Nizzardo, K-12 Science Supervisor

From: Kevin McCaffery, Director of Purchasing

Subject: Sole Source for Houghton Mifflin Harcourt for K-5 Science Dimensions Curricula

Date: November 29, 2023

After review of your letter dated November 21, 2023, along with the Sole Source letter from Houghton Mifflin Harcourt stating that they are the "copyright holder" of the Science Dimensions curricula which is the only source that provides the products, applications and services used by your department, I agree that we can extend the usage of the program until the new NGSS-based curriculum is developed. The Science Dimensions curricula has been an established program used in Waterbury Public Schools since 2018, resulting in a surplus of supplies to be used in this continuance. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1) and (4).

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

WATERBURY
PUBLIC SCHOOLS

Kari Nizzardo
K-12 Science Supervisor
(203) 573-6695
knizzardo@waterbury.k12.ct.us

To: Mr. Kevin McCaffery, Purchasing Director
From: Kari Nizzardo, K-12 Science Supervisor
Date: 11/21/23
Re: Sole Source for HMH Science Dimensions for K-5

Dear Mr. McCaffery,

The Waterbury Public Schools has an established relationship with Houghton Mifflin Harcourt for the K-5 Science Dimensions Curricula. The Academic Office of the Waterbury Public Schools has used this curricula since the 2018-2019 school year, essentially losing two years due to the pandemic.

We are respectfully requesting to purchase one additional year for grades K-5 and a second year for grades 4 and 5 only as a sole source. A new NGSS open-source curriculum is in development for K-5 and will be gradually released by 2026. This free NGSS-based curriculum is a collaborative effort between ten states that use the NGSS Standards. The Open SciEd middle school curricula have earned all green ratings by EdReports in all categories. I would like to pilot this curriculum at a few schools in the 2025-2026 school year before releasing it to all schools for the 2026-2027 school year.

We are looking to extend our usage of their K-5 program for the 2024-2025 school year for a cost of $185,254.02. We had many supplies left over on our current contract that have been delivered and put aside for next year. Regarding the 2025-2026 school year, the extension would be for grades 4 and 5 only. We are developing our own curricula for grades K-3 since they receive a limited amount of science time and many supplies go to waste. The final year with grades 4 and 5 will cost $180,668.20 and both years include a discounted rate of buy one get one free on K-5 workbooks. These additional years will be funded by the Alliance grant.

The department requests your written permission, as Director of Purchasing, under section 38.026 for the proposed services to be considered a sole source for the two additional years. Please do not hesitate to contact me should you require any additional information.

Sincerely,

Kari Nizzardo

Kari Nizzardo
K-12 Science Supervisor

Houghton Mifflin Harcourt

November 27, 2023

Waterbury Public Schools
236 Grand St.
Waterbury, CT. 06705

To whom it may concern,

Please be advised that Houghton Mifflin Harcourt Publishing Company is the publisher, copyright holder and sole source for the **Science Dimensions** instructional materials subject to this request.

Notwithstanding the foregoing, in the event that Houghton Mifflin Harcourt Publishing Company authorizes or uses a distributor or reseller to sell some or all of the products covered by this procurement, no distributor or reseller is authorized to sell the full range of products available from or offered by Houghton Mifflin Harcourt Publishing Company for the procurement. In addition, Houghton Mifflin Harcourt Publishing Company is the only source for complimentary products and/or in-service training or other services where specifically agreed with the district or the state. Houghton Mifflin Harcourt Publishing Company confirms that school, district, and state customers in the United States that purchase our products will receive the catalog wholesale school price that is effective at the time of purchase.

Thank you for your interest in HMH products. If you need additional information, please contact us at 800.225.5425, or by email at k12inquiries@hmhco.com.

Sincerely,

Lisa A. Jacobson

Lisa A. Jacobson
Sr. Director, Bids and Contracts

9400 Southpark Center Loop, Orlando, FL 32819 T: 800.225.5425 F: 800.269.5232 K12inquiries@hmhco.com

Houghton Mifflin Harcourt

Proposal #008989701

Prepared For

Waterbury Public Schools

Attention:
Kari Nizzardo
knizzardo@waterbury.k12.ct.us

For the Purchase of:

Science Dimensions Gr. 4-5

Prepared By
Scott Nichols
scott.nichols@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Kari Nizzardo
knizzardo@waterbury.k12.ct.us

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

	ISBN		Title	Price	Quantity	Value of All Material	Free Materials Quantity
			Grade 4				
			Student Digital Licenses				
1790800	9780358411291		Science Dimensions Student License Digital 1 Year Grades K-5 Includes: Digital Student Resources 1 Year Digital Grades K-5 Implementation Success	$26.00	616	$16,016.00	
			Total for Student Digital Licenses	**$16,016.00**			
			Teacher Digital Licenses				
1808399	9780358553892		Science Dimensions Teacher License Digital 1 Year Grades K-5 Includes: Science Dimensions Digital Teacher Resources 1 Year Grades K-5 Access to Teacher's Corner	$150.00			21
			Total for Teacher Digital Licenses	**$0.00**			
			A la Carte Items Available for Purchase				
			Teacher Materials				
1693052	9781328849533		2018 Science Dimensions Consumable Replacement Kit Grade 4	$241.75	21	$5,076.75	
			Student Materials				
1629278	9780544713277		2018 Science Dimensions Student Edition Interactive Worktext Set Grade 4	$7.50	616	$4,620.00	
			Total for A la Carte Items Available for Purchase	**$9,696.75**			
			Total for Grade 4	**$25,712.75**			
			Grade 4				
			Student Digital Licenses				
1790460	9780358408055		Science Dimensions Spanish Student License Digital 1 Year Grades K-5 Includes: Digital Student Resources 1 Year Digital Grades K-5 Implementation Success	$26.00	20	$520.00	
			Total for Student Digital Licenses	**$520.00**			
			Teacher Digital Licenses				
1808415	9780358553953		Science Dimensions Spanish Teacher License Digital 1 Year Grades K-5 Includes: Science Dimensions Spanish Digital Teacher Resources 1 Year Grades K-5 Access to Teacher's Corner	$150.00			1
			Total for Teacher Digital Licenses	**$0.00**			
			A la Carte Items Available for Purchase				

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Kari Nizzardo
knizzardo@waterbury.k12.ct.us

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Student Materials						
1631719	9780544734005	2018 Dimensions DE LAS CIENCIAS Student Edition Interactive Worktext Set Grade 4	$7.50	20	$150.00	
Total for A la Carte Items Available for Purchase			**$150.00**			
Total for Grade 4			**$670.00**			
Grade 5						
Student Digital Licenses						
1790800	9780358411291	Science Dimensions Student License Digital 1 Year Grades K-5 Includes: Digital Student Resources 1 Year Digital Grades K-5 Implementation Success	$26.00	632	$16,432.00	
Total for Student Digital Licenses			**$16,432.00**			
Teacher Digital Licenses						
1808399	9780358553892	Science Dimensions Teacher License Digital 1 Year Grades K-5 Includes: Science Dimensions Digital Teacher Resources 1 Year Grades K-5 Access to Teacher's Corner	$150.00			17
Total for Teacher Digital Licenses			**$0.00**			
A la Carte Items Available for Purchase						
Teacher Materials						
1693053	9781328849540	2018 Science Dimensions Consumable Replacement Kit Grade 5	$179.35	17	$3,048.95	
Student Materials						
1629279	9780544713284	2018 Science Dimensions Student Edition Interactive Worktext Set Grade 5	$7.50	632	$4,740.00	
Total for A la Carte Items Available for Purchase			**$7,788.95**			
Total for Grade 5			**$24,220.95**			
Grade 5						
Student Digital Licenses						
1790460	9780358408055	Science Dimensions Spanish Student License Digital 1 Year Grades K-5 Includes: Digital Student Resources 1 Year Digital Grades K-5 Implementation Success	$26.00	20	$520.00	
Total for Student Digital Licenses			**$520.00**			
Teacher Digital Licenses						

Send **Check Payments** to:
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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Kari Nizzardo
knizzardo@waterbury.k12.ct.us

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1808415	9780358553953	Science Dimensions Spanish Teacher License Digital 1 Year Grades K-5 Includes: Science Dimensions Spanish Digital Teacher Resources 1 Year Grades K-5 Access to Teacher's Corner	$150.00			1
		Total for Teacher Digital Licenses	**$0.00**			
		A la Carte Items Available for Purchase				
		Student Materials				
1631720	9780544734012	2018 Dimensions DE LAS CIENCIAS Student Edition Interactive Worktext Set Grade 5	$7.50	20	$150.00	
		Total for A la Carte Items Available for Purchase	**$150.00**			

Total for Grade 5 **$670.00**

Professional Services - Science Dimensions K-5

Implementation Success Plan

1657440	9780544927575	Getting Started: Introduction to Science Dimensions 2018 K-5 Live Online 2-Hour		1		

This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed.

Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.

Total for Professional Services - Science Dimensions K-5 **$ 0.00**

Total Savings:	**$6,000.00**
Subtotal Purchase Amount:	**$51,273.70**
Shipping & Handling:	**$2,845.71**
Total Cost of Proposal (PO Amount):	**$54,119.41**

****Please add proper sales tax to your order****

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Kari Nizzardo
knizzardo@waterbury.k12.ct.us

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

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knizzardo@waterbury.k12.ct.us

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Total Cost of Proposal (PO Amount): $54,119.41

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sold to:**
Waterbury Public Schools	Waterbury Public Schools
236 Grand St	236 Grand St
Waterbury, CT 06702-1933	Waterbury, CT 06702-1933

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 3/28/2024 **Proposal Expiration Date: 5/12/2024**

Houghton Mifflin Harcourt

Send **Check Payments** to:
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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Kari Nizzardo
knizzardo@waterbury.k12.ct.us

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orders@hmhco.com
FAX: 800-269-5232

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☑

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City ☑

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

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

(Name of Official)

(Position with City)

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

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

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

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

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

I have read and agree to the above certification.

Houghton Mifflin Harcourt Publishing Company
(Name of Company, if applicable)

Lisa A. Jacobson — July 24, 2024
Signature of Individual (or Authorized Signatory) — Date

Lisa A. Jacobson, Sr. Director, Bids and Contracts
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: Houghton Mifflin Harcourt Publishing Company
125 High Street, Boston, MA 02110

Print Name and Title of Authorized Representative: Lisa Jacobson, Sr Director, Bids and Contracts

Signature of Authorized Representative: Lisa A. Jacobson

Date: July 24, 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 Massachusetts

SS.: 04-1456030

County of Suffolk

Lisa A. Jacobson, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or Senior Director Bids and Contracts*** of Houghton Mifflin Harcourt Publishing Company (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.

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, owes back taxes to the City of Waterbury

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

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

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 Houghton Mifflin Harcourt Publishers Inc.	Address: 125 High Street, Boston, MA 02110		100%
2			
3			
4			

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

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1NONE				
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 Houghton Mifflin Harcourt	Massachusetts	Boston, MA
2		
3		
4		

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

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

For Partnership/Sole Proprietor

In presence of:

_____ _____
Witness Name of Partnership/Business

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

Catherine Crowe Pike
_____
Witness

Lisa A. Jacobson
Name of Corporate Signatory

Houghton Mifflin Harcourt Publishing Company
_____
Address of Business

Affix
Corporate
Seal



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

By: Lisa A. Jacobson _____
Name of Authorized Corporate Officer

Its: Sr. Director, Bids and Contracts
Title

State of Massachusetts)

) SS

County of Suffolk)

Lisa A. Jacobson _____ being duly sworn,

deposes and says that he/she is Sr. Director, Bids and Contracts of Houghton Mifflin Harcourt Publishing Company and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 3rd day of July 2024.

_____
(Notary Public)

My Commission Expires: _____

OFFICIAL SEAL
JANETTE M BURGER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/18/2026

7THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office **Date 8/9/2024**

To: **Jerry Gay- Contract Manager**
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following ***is not delinquent***.

Houghton Mifflin Harcourt Publishers, Inc.
125 High Street
Boston, MA 02110

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.6

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a Professional Services Agreement with Math Concepts, Inc. to provide math instruction support at Wilby High School.

WATERBURY PUBLIC SCHOOLS

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

PROFESSIONAL SERVICES AGREEMENT
for
Math Teacher Coaching
between
The City of Waterbury, Connecticut
And
Math Concepts, Inc.

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City" or "District"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and MATH CONCEPTS, INC., a New York Corporation (the "Consultant"), located at 24 North Manheim Boulevard, New Paltz, New York 12561, a (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant will provide Math Coaching services to teachers at Wilby High School; 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 math coaching and consultation services for math teachers at Wilby High School as detailed and described in **Attachment A. Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof.

- **1.1.1.** Consultant's Cost Proposal, dated May 7, 2024, consisting of 1 page, attached hereto;
- **1.1.2.** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference.
- **1.1.3.** City Contract Compliance Documents, incorporated herein by reference;
- **1.1.4.** Certificates of Insurance, incorporated herein by reference;
- **1.1.5.** Licenses, incorporated herein by reference;

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

1.3. 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:

1.3.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.3.2 Any Amendments to this Contract
1.3.3 This Contract
1.3.4 Consultant's Cost Proposal

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 Contra. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

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

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

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

school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

2.4. **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.

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

2.4.2. 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.

2.5. **Criminal Background Check and DCF Registry Check.** The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing

services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Consultant'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 term of this Agreement shall commence upon execution by the Mayor. The date of execution by the Mayor through June 30, 2025 shall be the " Contract Year,"

5.1. Time is of the essence in this Agreement. The Consultant agrees to complete thirty-two (32) days of in-person consulting by April 2025. Before the Consultant submits his first invoice for professional services to the City, the Consultant shall prepare for the City's review and approval a comprehensive schedule of the performances of the Consultant's services and those of the Consultants. This schedule shall indicate dates of when specific task will be commenced and completed. Once submitted by the Consultant, the Consultant will be bound by that schedule and will not deviate from it without prior written authorization by the City. Whether or not deviations from the schedule have been authorized by the City, the Consultant shall update this schedule as necessary to reflect City approved changes or unavoidable deviations, indicating probable impacts of those deviations on the performance of the Consultant's service. However, nothing in this Agreement shall be construed as a waiver of the City's right to obtain compliance by the Consultant with City approved schedules.

5.2 No Damage for Delay. In no event shall the Consultant 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 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 **EIGHTY-THREE THOUSAND TWO HUNDRED DOLLARS and ZERO CENTS ($83,200.00)**

Total Amount not to Exceed……$83,200.00

6.3. 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.

6.3.1 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.

6.4. 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.

6.5. Proposal Costs. All costs of the Consultant in preparing proposal to the City 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.

6.6. 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.

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

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports,

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

8. Indemnification.

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

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

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

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

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

suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

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

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:
$1,000,000.00 per occurrence
$2,000,000.00 aggregate
$2,000,000.00 Products and completed operations aggregate
Providing coverage to protect the City for all damages arising out of bodily

injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

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

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

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

9.7. Certificates of Insurance: 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. 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 Consultant 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 reas

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 Consultant’s cost proposal.

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, CT (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: Math Concepts, Inc.
24 North Manheim Boulevard
New Paltz, NY 12561

City: The City of Waterbury
Attn: Education Department
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.
City of Waterbury, Mayor

Sign:_____ Date: _____
Print name:

WITNESSES: **MATH CONCEPTS, INC.**

Sign:_____ By:_____
Print name:

Sign:_____ Date:_____
Print name:

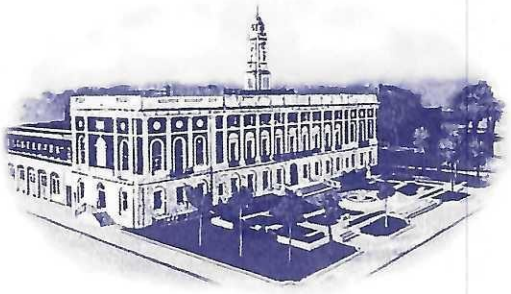
Michael Stevens
Educational Consultant
Math Concepts Inc.
917-518-0686
24 North Manheim Blvd.
New Paltz, NY 12561
mstevens11@nyc.rr.com

May 7, 2024
Attn: Dr. Michelle Baker
Principal, Wilby High School
Waterbury CT Public Schools

Description of Services & Fees

Services	Fees
Mike Stevens will provide expert consulting and coaching for High School teachers, administrators, coaches, and any others involved in mathematics instruction. Professional learning will focus on: • Developing daily instructional practice as defined by district goals and goals developed between teachers, administrators, and consultant • Curricular design, development, planning, and implementation • Supporting school leaders in strategies and protocols around improving instructional practice	
Day rate for 2024/25 school year (includes all travel and material expenses)	$2,600
Math Concepts will deliver **32 days** of in-person consulting between August 2024 and April 2025. Scheduled visit dates: TBD	
Total Fees:	$83,200

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Jacquelyn Gilmore – Principal, North End Middle School

From: Kevin McCaffery – Purchasing Director KM

Subject: Sole Source Waiver for Math Concepts Inc

Date: May 16,2024

After review of your memo dated May 13,2024 along with the additional information concerning Mike Stevens Educational Consultant and President of Math Concepts, it is clear he has a unique background and is an expert in professional development. It seems to me that the work he has done over the last number of years with the district has been transformational. Based on the attached credentials it is my opinion that he truly is a sole source when it comes to this type of work.

Therefore per **§ 38.026 Sole Source (B) (1) I consider Math Concepts to be a Sole Source.**

WATERBURY
PUBLIC SCHOOLS

North End Middle School
Mrs. Jacquelyn Gilmore
Principal
jgilmore@waqterbury.k12.ct.us

May 13, 2024

Good afternoon Mr. McCaffery,

This letter is to request that Math Concepts Inc. be considered sole source under section 38.026 for the proposed services we are requesting including consulting and coaching teachers, administrators and math coaching staff at Wilby High School.

Wilby HS has worked with this provider for the previous two years with much success. Principal Baker would like to increase the number of days of service which is why we need a contract.

With your permission, we would like to continue to work with this provider for the 2024-2025 school year. I have attached a sole source letter from the president of the company as well as the proposal.

Thank you for your consideration.

Sincerely,

Jacquelyn Gilmore

Michael Stevens
Educational Consultant
Math Concepts Inc.
917-518-0686
24 North Manheim Blvd.
New Paltz, NY 12561
mstevens11@nyc.rr.com

May 7, 2024
Attn: Dr. Michelle Baker
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Math Concepts will deliver **32 days** of in-person consulting between August 2024 and April 2025. Scheduled visit dates: TBD **Total Fees:**	$83,200

Mike Stevens- Educational Consultant
mstevens11@nyc.rr.com
917-518-0686

Outline of Consulting Work at Wilby High School:
I have been privileged to work with the teachers, students, and leaders at Wilby High School starting in 2018 and resuming in 2021 after the pandemic. In partnership with school leaders, I have engaged in a comprehensive effort to empower Wilby students and educators. Our work has included the following:

- Establish an authentic learning community of math teachers built on trust, a growth mindset regarding teacher practice, and the willingness to engage in new instructional strategies
- Professional development time to establish a bold vision, reflect on teacher practice, strengthen community, read articles, explore new instructional strategies, and set departmental and individual practice goals
- Individual coaching cycles to reflect on teacher practice, provide practical feedback, and set ongoing individual practice goals
- A focus on intentionally building classroom communities based on the values of inclusion, equity, valuing mistakes as opportunities for learning, creating a positive disposition toward learning math, and high expectations
- A focus on developing classroom discourse through teacher talk moves, talk structures, and increased equity
- A focus on student collaboration, student-student discourse, and group problem-solving
- A focus on intentionally developing student math practice in daily lessons as outlined in the Standards for Mathematical Practice
- An ongoing practice of consultant modeling of best practices and co-teaching with teachers during daily lessons
- Peer visitation between math teachers to see and support ongoing efforts to build teaching practice
- Intentional lesson planning to increase rigor and optimize instructional time
- Intensive work with department head to support their ongoing coaching efforts in between consultant visits
- Strategic planning with principal, assistant principal, and department head to ensure productivity at each consultant visit
- Sharing high level instructional materials and resources to support rigorous instruction
- Celebrating the ongoing work and efforts of teachers and students

MICHAEL STEVENS
24 N. Manheim Blvd.
New Paltz, NY 12561

mstevens11@nyc.rr.com
917-518-0686

PROFILE

- Educational Consultant providing expert professional development and onsite coaching for K-12 mathematics teachers, coaches and administrators
- Uniquely qualified to assist in effective implementation of the Common Core State Standards and all modified State Standards
- Focused on using Formative Assessment and practical teaching strategies to engage teachers and students in rigorous learning

PROFESSIONAL EXPERIENCE

Math Concepts Inc. (2012 – Present)
Educational Consultant; Owner/President

- Design and develop curricula to support effective pedagogy and improve student outcomes
- Analyze, unpack, and interpret mathematical content and practice standards to balance conceptual understanding, procedural fluency, and application
- Plan and implement school-based professional learning and onsite coaching in public schools in over 20 different states
- Deliver professional development workshops and job-embedded professional development in NY, KY, CA, GA and FL as a consultant for the Bill and Melinda Gates Foundation's Math Design Collaborative
- Pilot and review instructional tools designed by the Shell Center
- Deliver presentations at the My Group Genius Conference (2011, 2012), the WNET Celebration of Teaching and Learning Conference (2012), the Pennsylvania School Improvement Principal Conference (2016), and the All Learners Network Conference (2020)
- Create documents for the Indiana Department of Education to unpack state standards in partnership with the Region 8 Comprehensive Center

Math Solutions Inc. (2012-2020)
Educational Consultant

- Design and implement professional development courses at middle and high schools across the country
- Provide expert coaching for teachers and leaders in several long-term school improvement projects
- Engage in Common Core implementation and curriculum development
- Deliver instruction and coaching in CO and LA for the Math Design Collaborative project funded by the Bill and Melinda Gates Foundation

High School for Law and Public Service, New York, NY
Classroom Teacher

- Taught all levels of mathematics at an A rated public high school
- Planned daily lessons and assessments; Designed and developed courses and curricula
- Engaged in parent outreach, grade team inquiry, collaborative planning and team teaching

EDUCATION

- Masters of Education, Mathematics, City College of New York, New York, NY
- New York City Teaching Fellow
- Bachelor of Arts, Philosophy, University of Florida, Gainesville, FL

Mike Stevens- Educational Consultant
mstevens11@nyc.rr.com
917-518-0686

Biography:
Mike Stevens is a New York City Teaching Fellow who taught all levels of secondary mathematics at the High School for Law and Public Service in Washington Heights, NY. Mike holds a Bachelor of Arts in Philosophy from the University of Florida and a Master's of Education from the City College of New York. He has extensive experience facilitating workshops and providing onsite coaching for teachers, coaches, and leaders across the country. Mike is an expert consultant with a focus on formative assessment, classroom discourse, student math practice, and practical strategies for effective pedagogy.

Mike is the owner and president of Math Concepts Inc., which offers high quality educational consulting in mathematics. He also provided expert consulting in support of the Bill and Melinda Gates Foundation's Math Design Collaborative and as a professional learning consultant for Math Solutions Inc., founded by Marilyn Burns. Mike is driven by his passion for teaching and learning, his love of mathematics, and his belief in the potential of every student.

What makes Mike a uniquely qualified consultant?

- Deep understanding and experience with current math standards
- Extensive understanding of all K-12 math and how students learn math at each grade level
- Ability to step in a model/co-teach in any math lesson on any level
- Ability to support all levels of personnel within a district hierarchy
- Ability to build a productive culture of professional learning within any math department based on trust and growth mindset
- Ability to provide specific and practical 'just in time' feedback to teachers in a way that empowers their ongoing growth of practice
- A sincere belief in the potential of all students and all teachers

Mike Stevens- Educational Consultant
mstevens11@nyc.rr.com
917-518-0686

Biography:
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Michael Stevens
Educational Consultant
Math Concepts Inc.
917-518-0686
24 North Manheim Blvd.
New Paltz, NY 12561
mstevens11@nyc.rr.com

May 1, 2024

Attn: Michelle Baker

Principal, Wilby High School

Waterbury CT Public Schools

To Whom It May Concern,

This letter is to confirm that Math Concepts Inc. is the sole source provider of expert educational consulting for high school mathematics. Math Concepts Inc. is uniquely qualified to support the development of instructional practice for high school math teachers based on expertise, proximity, availability, and experience in comparable institutions in the region. Math Concepts Inc. provides professional development, pedagogical support, curricular design, and on-site coaching specifically for all levels of high school mathematics instruction.

Sincerely,

Michael Stevens
President/Owner of Math Concepts Inc.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 4)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☑

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 4)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☑

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 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 ☑

(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.

Math Concepts Inc.
(Name of Company, if applicable)

Michael Stevens
Signature of Individual (or Authorized Signatory)

7/24/24
Date

Michael Stevens
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: Michael Stevens
24 N MANHEIM BLVD
New Paltz NY 12561

Print Name and Title of Authorized Representative: Michael Stevens, President/Owner

Signature of Authorized Representative: Michael

Date: 7/24/24

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

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

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

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

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

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

State of New York

SS.: 031-62-7972

County of Ulster

Michael Stevens, being first duly sworn, deposes and says that:

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

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

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

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

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Michael Stevens	Owner	Math Concepts	Consulting	9/21/71
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	Michael Stevens	Owner	9/21/71	100%
2				
3				
4				

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

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

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of:

WM

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

Michael Stevens
Name of Corporate Signatory

24 N. Manheim Blvd. New Paltz NY
Address of Business

Affix
Corporate
Seal

By: Michael Stevens
Name of Authorized Corporate Officer

Its: Owner / President
Title

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

State of New York)
031.62.7972) SS
County of Ulster)

Michael Stevens being duly sworn,

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

Subscribed and sworn to before me this 26th day of July 2024.

(Notary Public)

My Commission Expires: 03-25-2027.

STEVEN F. ESPOSITO
Notary Public, State of New York
Reg. # 01ES6389448
Qualified in Ulster County
Commission Expires March 25, 2027

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***.

Math Concepts
Michael Stevens
24 N. Manheim Blvd.
New Paltz, NY

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

Very truly yours,

Nancy J. Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name: Math Concepts Inc

Requesting Department: BOE

Department Contact: Jerry Gay jerry.gay@waterbury.k12.ct.us

Description of work to be performed:
Math coaching for teachers and admins at Wilby H.S.

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 08/08/2024

Insurance Certificate Term: 07/31/2024 – 07/31/2025 GL & Professional
06/11/2024 – 12/11/2024 Auto Liability
07/24/2024 WC Waiver Signed

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

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

Comments:

Approved: Yes

8/8/24

Risk Manager or Authorized Designee

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/08/2024

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
INSURED Math Concepts Inc. 24 North Manheim Blvd New Paltz, NY 12561	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hiscox Insurance Company Inc — 10200 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	P100.427.796.5	07/31/2024	07/31/2025	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability	Y		P100.427.409.5	07/31/2024	07/31/2025	Each Claim: $ 1,000,000 Aggregate: $ 1,000,000	

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

CERTIFICATE HOLDER

City of Waterbury and BOE
235 Grand St
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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State Farm Mutual Automobile Insurance Company
PO Box 2358
Bloomington IL 61702-2358

StateFarm

AT3 A-7388 A
STEVENS, MICHAEL J
24 N MANHEIM BLVD
NEW PALTZ NY 12561-1218

AUTO RENEWAL

AMOUNT DUE: $723.53
Payment is due by June 11, 2024

Your State Farm Agent
JIM DEMAIO
Office: 845-255-5180
Address: 246 MAIN ST STE 12
NEW PALTZ, NY 12561-1621

If you have a new or different car, have added any drivers, or have moved, please contact your agent.

Thank you for choosing State Farm.

Policy Number: 197 9873-F11-52C
Policy Period: June 11, 2024 to December 11, 2024

Vehicle:
2019 HONDA CRV

Principal Driver:
MICHAEL J STEVENS

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments.

You may pay one half of the amount due, $361.76 on JUN 11 2024.

The remaining half will be due on AUG 10 2024. We'll send you a reminder notice.

We also have available a plan to let you pay your premium in monthly installments. For details on this plan and to determine if you qualify, please contact your State Farm agent.

Customer Rating Index Tier: Elite 1691

Based on your driving record, you have our Accident-Free Discount for preferred customers.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use

(continued on next page)

Policy Number: 197 9873-F11-52C
Prepared April 16, 2024
1004583

Please fold and tear here

143562 202 01-15-2018

Power To Pay Your Way

Online statefarm.com/pay

Mobile Use the State Farm mobile app

Call Automated Line: 1-800-440-0998 Your agent: 845-255-5180

Mail Send us a check

Visit your State Farm agent

Key code: 6184625913

StateFarm

Insured: STEVENS, MICHAEL J
Policy Number: 197 9873-F11-52C

Amount Due: $723.53
Please pay by June 11, 2024
Make payment to State Farm

2809407037
State Farm Insurance Companies
P.O. Box 588002
North Metro, GA 30029-8002

For Office Use Only	AUTO REN	$723.53	0703

3-A3 A
APP DT 07-21-2024

7388-FB49
MUTL VOL

50036176 659416300072353 352300197987311128>

information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

VEHICLE INFORMATION

Review your policy information carefully. If anything is incorrect, or if there are any changes to your vehicle information, please let us know right away.

Vehicle Description	Vehicle Identification Number (VIN)	Who principally drives this vehicle?	How is this vehicle normally used?
2019 HONDA CRV	2HKRW2H55KH617790	MICHAEL STEVENS, a married male, who will be age 52 as of June 11, 2024.	To Work, School or Pleasure.

Other Household Vehicle(s)

Your premium may be influenced by other State Farm policies that currently insure the following vehicle(s) in your household:

2016 HONDA CIVIC

The premium for this renewal was determined using an annual mileage this vehicle is expected to be driven that was developed from information we obtained or was provided by you. The national average is more than 12,000 miles driven annually according to the U.S. Department of Transportation. Please contact us if you expect your annual mileage to change over the next year.

Premium Adjustment

Each year, we review our medical payments and personal injury protection coverages claim experience to determine the vehicle safety discount that is applied to each make and model. In addition, we review the comprehensive, collision, bodily injury and property damage claim experience annually to determine which makes and models have earned decreases or increases from State Farm's standard

(continued on next page)

Drive Safe & Save™ puts you in the driver's seat of your discount.

Get a discount just for enrolling. From there, how you drive determines how much you save.

If you haven't already, download the app and enroll. Text **SAVEMORE** to **42407** or contact your agent, JIM DEMAIO, at 845-255-5180.

Discounts may exceed 30% and vary state-to-state (NY capped at 30%). Not available in CA, MA, RI. A discount may not be available in NC depending on individual facts and circumstances. Setup required. TP41

rates. If any changes result from our reviews, adjustments are reflected in the rates shown on this renewal notice.

DRIVER INFORMATION

Assigned Driver(s)

The following driver(s) are assigned to the vehicle(s) on this policy.

Name	Age *as of June 11, 2024*	Gender	Marital Status
MICHAEL J STEVENS	52	Male	Married

Other Household Driver(s)

In addition to the Principal Driver(s) and Assigned Driver(s), your premium may be influenced by the drivers shown below and other individuals permitted to drive your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that most frequently drive other vehicles in your household.

KATHERINE STEVE STEVENS

Principal Driver & Assigned Drivers

For each automobile, the **Principal Driver** is the individual who most frequently drives it.
Each driver is designated as an **Assigned Driver** on the household automobile that they most frequently drive. Your premium may be influenced by the information shown for these drivers.

COVERAGE AND LIMITS *See your policy for an explanation of these coverages.*

A	Liability	
	Bodily Injury 100,000/300,000	
	Property Damage 50,000	
	With Supplemental Spousal	$252.63
P13	Personal Injury Protection	$89.13
Q3	Additional Personal Injury	
	Protection	$18.24
D-WG	500 Deductible Comprehensive	$146.36
G	500 Deductible Collision	$186.26
H	Emergency Road Service	$4.20
R1	Car Rental & Travel Expense	
	80% Per Day, $1,000 Max	$15.81
U	Uninsured/Underinsured Motorist	

(continued on next page)

COVERAGE AND LIMITS *continued*

	Bodily Injury 25,000/50,000	$4.70
S	Death Indemnity	$1.20
		$718.53
	Plus NY Law Enforcement Fee	$5.00
Amount Due		**$723.53**

If any coverage you carry is changed to give broader protection with no additional premium charge, we will give you the broader protection without issuing a new policy, starting on the date we adopt the broader protection.

DISCOUNTS *These adjustments have already been applied to your premium.*

Antilock Brakes	$28.11
Multicar	$147.29
Antitheft	$16.27
Running Light	$16.52
Vehicle Safety	$26.86
Accident-Free	$171.81

Other Available Discount(s)
You may be eligible for additional discounts
See the enclosed insert for more information.

Accident Prevention

SURCHARGES AND DISCOUNTS

Multiple Line Discount removed.

ADDITIONAL INFORMATION

MULTI-TIER RATING PROGRAM DISCLOSURE NOTICE

State Farm Mutual Automobile Insurance Company uses a multi-tier rating program in New York. Your policy premium depends in part on the pricing level, or "tier", for which the vehicle(s) in your household qualify. Based on certain risk characteristics, each vehicle in the household will be assigned to one of our Customer Rating Index tiers. Your premium is also influenced by other factors including the coverages you have, where your vehicle is garaged, how your vehicle is used, and who drives it.

Your renewal notice shows the Customer Rating Index tier assigned to each of your vehicles. Private passenger vehicles or motorcycles may be placed higher- or lower-rated tiers depending on household, policy and claims factors such as the number of years since your initial application, the drivers in your household, and your household's claim history. Certain rates may be higher than the New York Automobile Insurance Plan.

Please ask your State Farm agent if you have questions about the tier for which you qualify. Your agent's contact information can be found on the first page of this renewal notice.

If any information on this renewal notice is incomplete or inaccurate, or if you want to confirm the information we have in our records, please contact your agent. For additional information regarding discounts or coverages, see your State Farm agent or visit statefarm.com®.

SUPPLEMENTAL SPOUSAL LIABILITY COVERAGE

(continued on next page)

New York State law requires an insurer issuing or delivering a policy that satisfies the requirements of New York Vehicle and Traffic Law article 6 to provide supplemental spousal liability coverage unless a named insured elects, in writing, to decline and refuse such insurance in the policy. Supplemental spousal liability (SSL) insurance provides bodily injury liability coverage under a motor vehicle insurance policy when a person is injured or killed in a motor vehicle accident caused by the negligence of the person's spouse. This coverage is included within the policy's bodily injury liability limits and does not increase the amount of those limits.

For example: Insured's bodily injury policy coverage limit: $100,000/$300,000

Insured's bodily injury damage claim paid to spouse: $75,000

Insured's bodily injury policy coverage limit available to all other claimants subject to a maximum of $100,000 per person: $225,000

This example assumes the spouse and other claimants involved in the accident have a right to sue the insured for economic loss or for non-economic loss (i.e., pain and suffering) sustained as a result of a "serious injury" as defined in Insurance Law section 5102 (d). It must also have been shown that there was negligence on the part of the insured. If you decline this coverage, then the injured or deceased spouse would not be covered under the bodily injury liability coverage in the policy.

The additional semi-annual premium for supplemental spousal liability coverage is $12.60. If you do not decline or have not previously declined this coverage in writing, supplemental spousal liability insurance is automatically included in your motor vehicle insurance policy. If the supplemental spousal liability insurance is not declined in writing, failure to pay the supplemental spousal liability insurance premium may result in the issuance of a policy cancellation notice for nonpayment of premium. Please contact your agent if you have any questions or if you wish to reject or remove SSL coverage from your policy.

Save money with our Drive Safe & Save™ Discount

Drive Safe & Save Mobile is one more way we help you save money on your auto insurance. This innovative free app uses your phone's technology to collect basic information about your driving. How much you drive determines the size of your discount, and good drivers can save even more. You'll receive an initial participation discount just for enrolling, which will be replaced, after an introductory period, by a discount adjusted at the policy renewal based on information collected.

Contact your State Farm agent or visit drivesafeandsave.com for details and to enroll.

Paying this bill just got easier with automatic payments

Never worry about misplacing a bill or missing a payment when you set up automatic payments. Choose what works best for you and set up your automatic payments with either a bank account, debit card, or credit card. Pay monthly or every six months, and we'll keep you in the loop by sending you a reminder in advance of your automatic draft that confirms both your amount due and payment amount.

Call your agent today to get started.

Important Notice Regarding Your Premium

State Farm works hard to offer you the best combination of price, service, and protection. The amount you pay for automobile insurance is determined by many factors including:

- The coverage you have
- Where you live
- The kind of car you drive
- How the car is used
- Who drives the car

Any premium adjustment is reflected on this Auto Renewal. If you have any questions, please contact your agent.

(continued on next page)

Buying a new car? Remember to contact your agent!

When you buy an additional car or one that replaces a car already on your policy, you need to report the change to your agent **promptly.** Even though the dealership you purchased the car from may offer to notify your agent or insurance company, you, as the named insured, are responsible for reporting all changes to your auto policy. By contacting your agent, you can help:

- avoid any complications or lack of coverage in the event of an accident or loss,
- avoid insurance verification problems with a lienholder, the police, or the department of motor vehicles, and
- ensure that you receive any new discounts you may be entitled to.

Your current State Farm policy automatically provides certain coverages for a new or replacement car for up to a specified, limited number of days after you take possession of the car. Please refer to your policy for the number of days that applies in your state.

If you have any questions about coverage for a newly acquired car, please contact your State Farm agent.

Disclaimer: This message is provided for informational purposes only and does not grant any insurance coverage. The terms and conditions of coverage are set forth in your State Farm Car Policy booklet, the most recently issued Declarations Page, and any applicable endorsements.

Anti-lock braking system discount available

If your car is equipped with a factory-installed anti-lock braking system, you can receive a 5 percent discount on the basic premium for bodily injury and property damage liability, basic personal injury protection, additional personal injury protection, medical payments and collision coverages.

We want to make sure you don't miss the opportunity to take advantage of this savings. If your vehicle qualifies for this discount and it has not been applied, please contact your agent.

Worker's Compensation Waiver Acknowledgement

As an Independent Contractor performing work and/or services for The City of Waterbury I acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City under this contract/agreement.

As a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Compensation Act of the State of Connecticut.

I agree to hold harmless City of Waterbury for all injuries or illness that I may sustain during this contract. I hereby agree to notify City of Waterbury in writing, prior to hiring any person(s), full time or part time, to assist in this contract and to secure Workers' Compensation insurance prior to any person beginning work or assisting in the performance of work under this contract/agreement and that none of the work to be performed under this contract will be subcontracted to any other subcontractor or entity.

Date:	7/24/24
Company Name:	Math Concepts Inc
Name and Title of Signer:	Michael Stevens
Signature:	Michael

Prepared on
5/15/2024 by CB

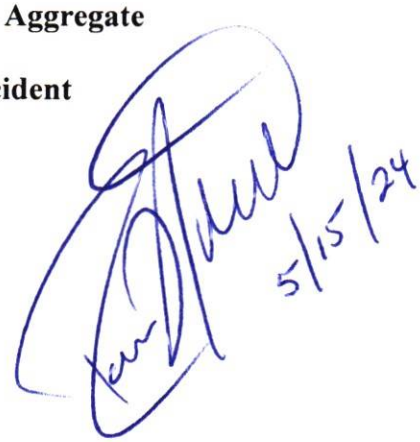
CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE
Contact Name: Jerry Gay jerry.gay@waterbury.k12.ct.us
Description of Project/Work/Services: Math coaching for teachers and admins at Wilby HS

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.
If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed 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 Ed.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/ Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**



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

Michael Stevens
Educational Consultant
Math Concepts Inc.
917-518-0686
24 North Manheim Blvd.
New Paltz, NY 12561
mstevens11@nyc.rr.com

May 1, 2024

Attn: Michelle Baker

Principal, Wilby High School

Waterbury CT Public Schools

To Whom It May Concern,

This letter is to confirm that Math Concepts Inc. is the sole source provider of expert educational consulting for high school mathematics. Math Concepts Inc. is uniquely qualified to support the development of instructional practice for high school math teachers based on expertise, proximity, availability, and experience in comparable institutions in the region. Math Concepts Inc. provides professional development, pedagogical support, curricular design, and on-site coaching specifically for all levels of high school mathematics instruction.

Sincerely,

Michael Stevens
President/Owner of Math Concepts Inc.

Michael Stevens
Educational Consultant
Math Concepts Inc.
917-518-0686
24 North Manheim Blvd.
New Paltz, NY 12561
mstevens11@nyc.rr.com

May 7, 2024
Attn: Dr. Michelle Baker
Principal, Wilby High School
Waterbury CT Public Schools

Description of Services & Fees

Services	Fees
Mike Stevens will provide expert consulting and coaching for High School teachers, administrators, coaches, and any others involved in mathematics instruction. Professional learning will focus on: • Developing daily instructional practice as defined by district goals and goals developed between teachers, administrators, and consultant • Curricular design, development, planning, and implementation • Supporting school leaders in strategies and protocols around improving instructional practice Day rate for 2024/25 school year (includes all travel and material expenses)	$2,600
Math Concepts will deliver **32 days** of in-person consulting between August 2024 and April 2025. Scheduled visit dates: TBD **Total Fees:**	$83,200

CITY OF WATERBURY, RISK MANAGEMENT
Insurance Bid Specifications Recommendation

Submitting Department: **BOE Contracts**
Contact Name: **Jerry Gay ; Jackie Gilmore**
Project: **Math Coaching**
Date : **05/13/24**
Description of Work/Services: **Coaching for Teachers and Admins on Location, NO Students**
Contract Term**: 6/30/25**

Recommended Insurance Coverages and Limits: Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of VIII. In addition, all Carriers are subject to approval by the City of Waterbury.

General Liability: each $_____ each Occurrence
$_____ General Aggregate
$_____ Products/ Completed Operations Aggregate

Auto Liability: $_____Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
Employer Liability (EL)
$_____ EL each Accident
$_____ EL Disease each Employee EL Disease
$_____ EL Policy Limits

Excess/ Umbrella Liability: $_____ each Occurrence
$_____Aggregate

Builder's Risk/installation Floater Insurance: $_____each Occurrence OR Limits equaling
The Value of the Project not necessary not construction

Contractors Pollution Liability Insurance $_____ each Occurrence/Claim
$_____ Aggregate
There will be no exclusion for Hazardous materials, including Asbestos and Lead
No construction

Professional Liability/E&O: $_____each Wrongful Act
$_____Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. $_____each Occurrence
$_____Aggregate
(Applicable to Contractors working directly with Youth/Minors) no children that I am aware of

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT

Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at rnickerl@waterburyct.org . Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: BOE – **Jackie Gilmore, Wilby**

Requesting Department Contact: **Jerry Gay, Contracts, 203-346-3989**

Detailed description of Work/Services to be performed: **Provide for on location Math Coaching to Teachers and Administrators without any student connection.**

Environmental Services Included — If YES, describe: **NO**

Medical Services Included — If YES, describe: **NO**

Hazardous Substances — If YES, describe: **NO**

Will Use of Subcontractors be Permitted? **NO**

Summarize any other Special Conditions: **NONE**

Estimated Cost: **$83,200**

Contract Term: **1 year, 6/30/24**

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable: **None available**

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Monday, May 13, 2024 1:24 PM
To: Insurance Requests
Cc: Jackie Gilmore
Subject: RM Limits - Match Coaching - Wilby
Attachments: Insurance limits request - Math Concepts.docx; RM Limits - Math Concepts.docx; Math Concepts - Sole Source Letter Wilby.pdf; Wilby Math Consultant - Math Concepts Quote.pdf

Please see the attached for Insurance Limits for Math Concepts Inc. in providing for on location coaching to teachers and administrators. There will be no student contact. Thank You,

Jerry Gay, BOE Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

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Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Friday, July 26, 2024 12:47 PM
To: Insurance Requests
Cc: Jade Gopie; Michelle Baker
Subject: COI Approval
Attachments: RM COI Limits.pdf; WC Waiver - Math Concepts.pdf; GL_ACORD_07_31_2024 _P100427796-1930017246556.PDF; PL_ACORD_07_31_2024 _P100427409-1930016547156.PDF

Good aft.,
Please see the attached for approval which Legal is requesting prior to our submitting the contract by next Tuesday morning for the 8/1 BOE workshop. Thanks,

Jerry Gay, BOE Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

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Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Thursday, August 8, 2024 11:07 AM
To: Crystal Burr
Cc: Insurance Requests
Subject: RE: BOE - MATH COACHING FOR TEACHERS AND ADMINS AT WILBY HS
Attachments: Additional RM COI Comments.pdf; updated Math Concepts - GL_PL_ACORD_CityofWaterburyandBOE_08_08_2024-2051439650956.PDF; Michael Stevens Auto Ins Policy - Math Concepts.pdf; WC Waiver - Math Concepts.pdf

See attached for an updated COI and the message below RE: the Umbrella:

Ok, I have attached an updated COI that includes the additional insured and subrogation waiver. The limits on my GL and PL meet or exceed the requirements, and the auto policy has been approved.

Unfortunately my insurance company, Hiscox, does not offer the umbrella coverage that Waterbury requested. In light of this, I had my general liability limit increased from 1M to 2M for each occurrence, as noted on the COI. I am hoping this will be acceptable and we can move forward. Please let me know what you hear.

Jerry

From: Crystal Burr [mailto:cburr@waterburyct.org]
Sent: Thursday, August 8, 2024 10:08 AM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: RE: BOE - MATH COACHING FOR TEACHERS AND ADMINS AT WILBY HS

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Good morning Jerry,
Yes this satisfies the auto requirements.
Thank you,

~ Crystal Burr
Administrative Associate III
Finance Department / Risk Management
235 Grand Street
Waterbury, CT 06708
203-574-6840 ext. 7067
Fax: 203-753-6831

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Thursday, August 8, 2024 9:50 AM
To: Insurance Requests <InsuranceRequests@waterburyct.org>

Cc: Crystal Burr <cburr@waterburyct.org>
Subject: FW: BOE - MATH COACHING FOR TEACHERS AND ADMINS AT WILBY HS

Crystal, Would the attached satisfy the Auto requirement? There are no company cars and he will use his personal car for the 2 visits he will be doing. Meanwhile, I will continue to follow up on securing the rest of the missing items. Jerry

From: Crystal Burr [mailto:cburr@waterburyct.org]
Sent: Tuesday, July 30, 2024 9:25 AM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: BOE - MATH COACHING FOR TEACHERS AND ADMINS AT WILBY HS

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.

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.1

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Deputy Superintendent of Schools notifies the Board of Education of the following athletic appointments:

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

Respectfully submitted,

Dr. Darren Schwartz
Deputy Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.2

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Deputy Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

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

Respectfully submitted,

Dr. Darren Schwartz
Deputy Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.3

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Deputy Superintendent of Schools notifies the Board of Education of the following Priority School Grant 24/25 Before & After School appointments, effective 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

Respectfully submitted,

Dr. Darren Schwartz
Deputy Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.4

August 15, 2024

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Deputy Superintendent of Schools notifies the Board of Education of the following resignations:

Name	*Assignment*	*Effective*
Brown-Spencer, Cara	Special Education/NEMS	06/30/24
Cassidy, Haley	Special Education/Rotella	06/30/24
Cordova-Rolon	Carmen	08/06/24
Erdmann, Michael	Special Education/WHS	08/16/24
Gosturani, Marinela	Math/WSMS	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
Littlefield, Mishaela	Pre-K Special Education/Kingsbury	08/04/24
Menzies, Jillian	Special Education/Driggs	06/30/24
Morais, Teresa	Multilingual Supervisor	08/09/24
Munoz, Trevor	Grade 7 Social Studies/WMS	06/30/24
Porco, Abigail	Math/WHS	08/02/24
Rangel, Christine	Special Education/Bunker Hill	08/07/24
Roy, Sarah	Science/WSMS	06/30/24
Salemme, Cassandra	PE-Health Teacher/Duggan	06/30/24
Silva, Aline	PreK/Bunker Hill	08/06/24
Valletta, Marnie	ELA/WHS	07/09/24
White, Lara	Director of Equity & Inclusion	08/12/24

Respectfully submitted,

Dr. Darren Schwartz
Deputy Superintendent of Schools



COMMUNICATIONS



July 30, 2024 through
August 13, 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

July 25, 2024

Albert Caka
866 Woodtick Rd.
Wolcott, CT 06716

Dear Mr. Caka:

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. #20241034) 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, August 1, 2024 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 2, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 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
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

July 26, 2024

Leslie Melenciano Perez
22 Bergen St., Apt. 1
Waterbury, CT 06706

Dear Ms. Melenciano Perez:

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. #20240577) 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

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 26, 2024

Randolph Armstrong
624 Chase Ave.
Waterbury, CT 06704

Dear Mr. Armstrong:

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 #20240680) 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
Supt. of Schools
Linda Franzese, Food Serv. Director
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 29, 2024

Emerald Dasent
244 Transit St.
Waterbury, CT 06704

Dear Ms. Dasent:

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 #20240675) 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
Supt. of Schools
Linda Franzese, Food Serv. Director
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 29, 2024

Leigh Ortiz
20 Shelley St.
Waterbury, CT 06705

Dear Ms. Ortiz:

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 #20240676) 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
Supt. of Schools
Linda Franzese, Food Serv. Director
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 31, 2024

Jose Torres
20 Luke St.
Waterbury, CT 06706

Dear Mr. Torres:

Your name is being certified to the Department of Education for the position of Carpenter Mason Foreperson (Req. #20240945) at $28.39 per hour.

Your official start date in this position will be August 8, 2024.

Please contact Michal Konopka, School Inspector at (203) 574-8000 x 11221 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 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Supt. of Schools
Michal Konopka, School Insp
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 31, 2024

Jose Rodriguez
85 Elmwood Ave.
Waterbury, CT 06710

Dear Mr. Rodriguez:

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 #20240667) 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
Supt. of Schools
Linda Franzese, Food Serv. Director
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 31, 2024

Susan Bresnahan
224 Main St., Apt. 1B
Oakville, CT 06779

Dear Ms. Bresnahan:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Administrative Associate I @ Enlightenment School (Req. #202401054) at $17.54 per hour. Please contact, Elona McGuire, Vice-Principal @ Enlightenment School at (203) 574-8050 with any questions you may have in regards to this position.

We have scheduled your orientation for Monday, August 15, 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 8, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Supt. of Schools
Elona McGuire, Vice-Princ @ Enlightenment Schl
file

From: KEVIN EGAN
To: Carrie Swain
Subject: Please forward letter to Board
Date: Thursday, August 1, 2024 2:48:56 PM
Attachments: WTA Schwartz Support Letter to BOE 7-30-2024.pdf

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Hello Carrie,

Can you please forward this letter to all the Commissioners on the board of education?

Thanks,
Kevin

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.

Waterbury Teachers Association
Educating Students. Ensuring Success.

Waterbury Board of Education
236 Grand Street
Waterbury, CT 06702

Dear Commissioners,

The Waterbury Teachers' Association (WTA) respectfully advises that our organization fully supports the appointment of Dr. Darren Schwartz to the position of Interim Superintendent of Schools.

In the last few weeks Dr. Schwartz has made a significant, positive impact in the areas of communication and collaboration in his dealings with the WTA. The dialogue has been refreshingly collegial and professional, with real effort to garner WTA input regarding several educational matters needing attention prior to commencement of the school year. As a result, the WTA feels that our expertise and opinions are respected and valued, in no small part due to the inclusive environment that Dr. Schwartz has already fostered in such a brief time period.

There are several programmatic challenges to address in the coming weeks that require a transitional period marked by consistency and full transparency between District and WTA leadership to enhance their likelihood of success for Waterbury Schools. The WTA is confident that Dr. Schwartz's collaborative leadership style will promote strong District-WTA relations and effective implementation of these programs for a successful new school year.

Please do not hesitate to contact me should you have any questions. Thank you for your consideration of our request.

Very truly yours,

Kevin Egan
President
WTA

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

August 1, 2024

Jaclyn Kunkel
71 Pinecrest Dr.
Waterbury, CT 06708

Dear Ms. Kunkel:

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. #20240576) 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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

August 1, 2024

Jessica Valentin
16 Highland Ave., Apt. 1
Waterbury, CT 06708

Dear Ms. Valentin:

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 #20240682) 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
Supt. of Schools
Linda Franzese, Food Serv. Director
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

August 1, 2024

ZsaQuanna Rhodes
46-1B Harris Circle
Waterbury, CT 06704

Dear Ms. Rhodes:

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 #20240677) 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
Supt. of Schools
Linda Franzese, Food Serv. Director
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

August 1, 2024

Tyrek Gentles
79 Dikeman St.
Waterbury, CT 06704

Dear Mr. Gentles:

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. #20240988) 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, 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 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
Supt. of Schools
Mike Konopka, School Inspector
file

SAW

School Administrators of Waterbury

Robert Johnston, President
Jackie Gilmore, 1st Vice President
Lisa Ariola-Simoes, 2nd Vice President

August 12, 2024

Commissioners of the Board of Education,

With the Board of Education considering the naming of an interim superintendent of schools to serve while a comprehensive search for a permanent replacement is conducted over the course of the next several months, the leadership of the School Administrators of Waterbury would like to express our support for Deputy Superintendent, Dr. Darren Schwartz, to be named to serve in that capacity.

Dr. Schwartz has demonstrated a commitment to Waterbury and will provide much needed continuity in a time of great uncertainty and transition. He thoroughly understands the needs of students, families, and staff, and has already demonstrated a very thoughtful, deliberate, and inclusive approach in steering the district's preparation for a new school year over the past several weeks. Additionally, we have been impressed by Dr. Schwartz's clear and open lines of communication and his willingness to listen with consideration to all stakeholders. Finally, given his experience in Waterbury, the "learning curve" that would be experienced by someone new to the district would be eliminated, allowing for the most effective and efficient leadership of our district while the Board conducts its search for a new Superintendent of Schools.

We believe that Dr. Schwartz is the right choice to serve as Interim Superintendent of Schools, and that our students and families will be well served during the search for, and transition to, a new superintendent.

We thank you for your consideration in regards to this very important matter.

Sincerely,

Robert Johnston
President, SAW