

PROFESSIONAL SERVICES AGREEMENT
For
Data Hub Setup, Configuration and Implementation
between
The City of Waterbury, Connecticut
and
Connecticut RISE Network, Inc.

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 Connecticut RISE Network, Inc., a Connecticut foreign corporation located at 700 State Street, 3rd Floor Suite 301, New Haven, Connecticut ("RISE Network" or the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City to provide set up, configuration and implementation of the RISE Network's Data Hub platform at Wilby and Kennedy High Schools; and

WHEREAS, the City selected the Contractor to provide such services; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide set up, configuration and implementation of the RISE Network's Data Hub ("Hub") platform at Wilby and Kennedy High Schools, including but not limited to:

- Initial setup, configuration, and implementation of the Hub for Waterbury Public Schools, including necessary infrastructure, data

migration, and customization (e.g., on-track criteria, credit types, etc.) to meet district requirements.

- Educator access to a secure, user-friendly, and timely data platform, including interactive and downloadable student lists, student profile tools, customizable charts and dashboards, strategic data calendars, linked protocols, and more.
- Unlimited Hub accounts for central office leaders and educators at Kennedy and Wilby High Schools.
- Up to two introductory Hub training sessions for school and district staff with turnkey materials.
- Opportunity to administer postsecondary student surveys at up to two key moments, with data integrated in the Hub.
- Ongoing Hub maintenance and new features.

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** Sole Source documents (attached hereto)
- 1.1.2** Contractor's Partnership Proposal (attached hereto)
- 1.1.3** Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.4** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.5** All Required Licenses

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

- 1.2.1 This Contract document.
- 1.2.2 Sole Source documents
- 1.2.3 Contractor's Partnership Proposal (attached hereto)
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

work required under the terms of this Contract, including any supplementary work and the City relies upon these.

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

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

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor on behalf of the City pursuant to this Agreement, including without limitation Hub Output (as defined in Section 14) shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

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

required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contract Time. The term of this Contract shall be for a period of three (3) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminating June 30, 2028 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 One Hundred Twenty-Six Thousand Four Hundred dollars (\$126,400.00).

The compensation shall be paid in conformity with the Contractor's Partnership Proposal, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer

shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. Each party (an "Indemnifying Party") shall indemnify, defend, and hold the other party and its directors, trustees, officers, employees, and agents harmless from and against any and all claims, suits, damages, awards, losses, fines, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred in connection with any third-party claim arising from the Indemnifying Party's negligent acts or omissions or intentional misconduct. The Indemnifying Party's obligations will not apply to the extent that the underlying claim or cause of action is attributable to the Indemnified Party's own negligence or intentional misconduct, inappropriate use of the RISE Systems, or material breach of its obligations under this Agreement.

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

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

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

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

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other

amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

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

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

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

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

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

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

**9.4.2 Automobile Liability Insurance: \$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos**

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

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

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

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

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

9.4.4 Excess / Umbrella Insurance: **\$1,000,000.00** each occurrence. **\$1,000,000.00** aggregate limit.

9.4.5 Professional Liability / Errors & Omissions Insurance: **\$1,000,000.00** each wrongful act. **\$1,000,000.00** aggregate limit Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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 date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.4.6 Cyber / Privacy / Network: **\$1,000,000.00** each Occurrence. **\$1,000,000.00** Aggregate

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

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

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and the Waterbury Board of Education are listed as additional insured on a primary and non-**

contributory basis on all lines policies except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear". The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

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

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

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

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This

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

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

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

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13. Termination.

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

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

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor

will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest,

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

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

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

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

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

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

14. Ownership of Instruments of Professional Services. The City acknowledges the Hub and Contractor's documents, data, studies, reports, specifications etc. relating to, stored in, or processed by the Hub, are the exclusive property of Contractor. Notwithstanding the foregoing, any reports downloaded from the Hub, including without limitation student lists, student profiles, or such other reports summarizing, presenting, or containing City-specific information (collectively, "Hub Output") shall become the property of the City provided City is not in default of its payment obligations under this Agreement, and the City reserves the right to use the Hub Output in its sole discretion. 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 Hub and the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Hub output. 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 their obligations under this Agreement / to meet their schedule set forth in.

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

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

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

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject

matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

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

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

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

25. Contract Change Orders.

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

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

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the

City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned Procurement Waiver documents and (ii) the Consultant's proposal responding to the aforementioned Procurement Waiver documents.

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

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

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

29. 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.

30. 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.

31. 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.

32. 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: Connecticut RISE Network, Inc.
700 State Street, 3rd Floor Suite 301
New Haven, CT 06511

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

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

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

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former

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

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

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

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

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of

Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

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

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

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

(signature page follows)

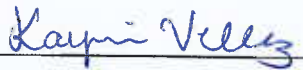
IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: 
Print name: Alexandra DeGiralamo


By: 
Paul K. Pernerewski Jr., Mayor


Sign: 
Print name: Kayrin Velez

Date: 1/14/2025

WITNESSES:

**CONNECTICUT RISE NETWORK,
INC.**

Sign: 
Print name: Sandra Fryer 11/20/2024

By: 
Emily Pallin
Its: Executive Director

Sign: 
Print name: Melanie Gonzalez 11/20/24

Date: 11/20/24


ATTACHMENT A

1. Sole Source documents (attached hereto)
2. Contractor's Partnership Proposal (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)

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, Director of Purchasing 
Subject: Sole Source for Data HUB from Connecticut RISE Network, Inc.
Date: April 18, 2024

After review of your letter dated April 11, 2024 along with the Sole Source letter from Connecticut RISE Network, Inc, it is clear they are the only source that provides the applications and services required by WPS high schools. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (4).



WATERBURY
PUBLIC SCHOOLS

North End Middle School
Mrs. Jacquelyn Gilmore
Principal
jgilmore@waterbury.k12.ct.us

April 11, 2024

Good Morning Mr. McCaffery,

This letter is to request that RISE Network be considered sole source under section 38.026 for the proposed services we are requesting including set up, configuration and implementation of the HUB for Wilby and Kennedy High Schools. This data hub will ensure that our educators have a secure and timely platform to monitor student progress.

WPS High Schools have worked with the RISE Network during the 2023-2024 school year and we would very much like to continue our partnership with them.

With your permission we would like to continue to work with Rise Network for the gain of our WPS students.

Thank you for your consideration.

Sincerely,

Jacquelyn Gilmore



Connecticut RISE Network, Inc.
700 State Street | Suite 301
New Haven, CT 06511

February 27, 2024

Jade Gopie
Waterbury Public Schools
236 Grand Street | Waterbury, CT 06702

Dear Assistant Superintendent Gopie,

The purpose of this letter is to provide a sole source rationale for the RISE Network's Data Hub platform and our coaching and professional learning services. We have deeply valued our partnership with Waterbury Public Schools (WPS) over the past two school years in support of our shared student outcome goals. We are eager to continue our partnership and expand our work together to include access to the RISE Data Hub, which is a powerful, secure, and user-friendly data platform designed to support teachers, counselors, and administrators in promoting student success and equitable outcomes.

As the developers of the custom-built RISE Data Hub, RISE is the sole and only provider of access to this platform. We are proud that the Hub was developed through extensive consultation and partnership with Connecticut educators, meaning that the tool is specifically responsive to the needs and workflow of Connecticut educators.

RISE is uniquely positioned to provide data and capacity-building support for WPS high schools. As a Connecticut-based nonprofit, RISE is the only local education organization to combine network improvement coaching, convenings, and resources with the availability of real-time data tools designed with the explicit goals of promoting on-track, graduation, and postsecondary student outcomes. Founded in 2015, RISE partners with public high schools to lead statewide and regional networks where communities work together to use data to learn and improve. Our mission is to ensure all students graduate with a plan and the skills and confidence to achieve college and career success. Through our nearly nine-year history, we have developed core competencies around network facilitation, data solutions, and continuous improvement. To date, we have partnered with dozens of high schools across Connecticut and the Northeast. Through our founding and core network of nine Connecticut high schools, schools have used the RISE Data Hub to achieve double-digit gains improving Grade 9 on-track rates, four-year high school graduation rates, and postsecondary plan identification. Our unique approach and track record of results leave us well positioned to support WPS' high school improvement efforts through the provision of high-quality data tools.

We look forward to our continued collaboration in support of student success, and please let us know if we can provide any additional information around the RISE Data Hub.

Sincerely,

A handwritten signature in black ink that reads "Emily Pallin".

Emily Pallin

Co-Founder and Executive Director, Connecticut RISE Network, Inc.

@ctrisenetwork | www.ctrise.org



Partnership Proposal

The RISE Network team is pleased to submit this proposal for the expansion of our partnership with Waterbury Public Schools (WPS) to support the district’s high schools in the adoption of data tools to support on-track achievement and postsecondary access for all students.

Bringing the RISE Data Hub to WPS high schools will help build on the progress made during the 2022-23 school year, when Kennedy High School and Wilby High School participated in RISE’s Freshman Focus Network, and augment the ongoing work through Kennedy, Wilby, and Crosby high schools’ participation in the 2023-24 Freshman Focus Network. To date, partnership between RISE and WPS has helped teams make improvements to the student experience around the high school transition and strengthen key foundational conditions to promote increased on-track outcomes. RISE has also worked with these three high schools on developing systems to increase FAFSA completion through the Connecticut FAFSA Challenge. In 2022-23, both Kennedy and Wilby met their FAFSA completion growth goals through this partnership.

The purpose of this proposal is to offer a draft scope of work to expand our partnership with WPS to include adoption of the Data Hub. Through this partnership, we would seek to support WPS in adopting the RISE Data Hub and using this custom-built data platform to promote results-driven and equity-centered student support around both on-track and postsecondary planning.

About the RISE Network

The RISE Network’s mission is to ensure all RISE high school students graduate with a plan and the skills and confidence to achieve college and career success. Founded in 2015, RISE partners with Connecticut public high schools to lead statewide networks where school communities work together to use data to learn and improve. Through its core and most comprehensive network, RISE partners with nine high schools and eight public school districts, serving over 13,000 students; the majority of RISE students identify as Black, Latinx, and/or low-income. RISE high schools work together to ensure all students experience success as they transition to, through, and beyond high school by using data to pinpoint needs, form hypotheses, and pursue ideas to advance student achievement. Over the past seven years, RISE high schools have achieved double-digit gains improving Grade 9 on-track achievement, four-year-high school graduation rates, and student identification of postsecondary plans, while also decreasing subgroup gaps across all indicators. In 2021, the

RISE Network was honored to receive the Carnegie Foundation’s annual Spotlight on Quality in Continuous Improvement recognition. Increasingly, RISE is pursuing opportunities to scale its impact through consulting partnerships with public school districts, state agencies, and non-profit organizations. RISE is eager to partner with mission-aligned organizations to improve student outcomes and close opportunity gaps.

Our Core Service Areas

The RISE Network offers services in four areas aligned with our core competencies. It is through this combination of services that we have supported schools in achieving double-digit gains across multiple student outcome indicators. The scope of work presented on the following pages aligns to these four areas.



RISE Data Hub

Access to actionable, secure, and user-friendly data tools designed by educators, for educators.



Educator Coaching

Personalized coaching and capacity building for educators leading continuous improvement efforts.



Network Community

Facilitation of cross-school learning and the exchange of resources and promising practices.



Effective Strategies

Design and pursuit of evidence-based practices to promote on-track achievement postsecondary success.

Outline of Services for WPS and WHS

The section outlines a scope of work between Waterbury and RISE for Kennedy and Wilby high schools. The first table outlines each service package and their cost. The second table unpacks each service package in more detail, with key activities and brief descriptions. The final tables provide a detailed payment schedule by funding source.

The planned services include Data Hub Access for 2025-26 through the 2027-28 school year. Each of these components are unpacked below with key activities, brief descriptions, and annual budget amounts.

Packages and Total Associated Costs

Component	What's included	Timeline	Value	Cost to WPS
RISE Data Hub	Configuration fee	Configuration in 24-25	\$60,000	\$40,000 <i>Reflects partially waived fee</i>
<i>RISE Data Hub (Wilby)</i>	Annual Access to the RISE Data Hub, 2 trainings, 3 post-secondary surveys	3 full years of access: 25-26, 26-27, 27-28	\$48,000	\$43,200 <i>Reflects 10% multi-year discount</i>
<i>RISE Data Hub (Kennedy)</i>	Annual Access to the RISE Data Hub, 2 trainings, 3 post-secondary surveys	3 full years of access: 25-26, 26-27, 27-28	\$48,000	\$43,200 <i>Reflects 10% multi-year discount</i>
Total			\$156,000	\$126,400

	2024-25 Total	2025-26 Total	2026-27 Total	2027-28 Total	Contract Total
Wilby	\$19,400.00	\$19,400.00	\$14,400.00	\$0	\$53,200.00
Kennedy	\$24,400.00	\$24,400.00	\$24,400.00	\$0	\$73,200.00
WPS Total	\$43,800.00	\$43,800.00	\$38,800.00	\$0	\$126,400.00

Detailed Outline of Partnership Components

Component	Description	Cost
RISE Data Hub	<ul style="list-style-type: none"> ● Initial setup, configuration, and implementation of the Hub for WPS, including necessary infrastructure, data migration, and customization (e.g., on-track criteria, credit types, etc.) to meet district requirements. ● Educator access to a secure, user-friendly, and timely data platform, including interactive and downloadable student lists, student profile tools, customizable charts and dashboards, strategic data calendars, linked protocols, and more. ● Unlimited Hub accounts for central office leaders and educators at Kennedy and Wilby. ● Up to two introductory Hub training sessions for school and district staff with turnkey materials. ● Opportunity to administer postsecondary student surveys at up to two key moments, with data integrated in the Hub. ● Ongoing Hub maintenance and new features. 	<p>Initial district configuration: \$40,000, with integration to start immediately upon signing (reflecting \$20,000 waived integration fee)</p> <p>Hub access: \$28,800 annually for 3-year contract that includes 25-26, 26-27, 27-28 (reflecting 10% multi-year discount)</p>

Payment Schedule

The RISE Network will submit multiple invoices for payment aligned to this scope of work for Kennedy and Wilby. Payment will be due within 30 days of receipt of the invoice. The table below provides a payment schedule for the services outlined above.

Kennedy

Below is the payment schedule for Kennedy.

Invoices	Amount
Invoice #1: Payment due upon acceptance of this Agreement	\$24,400.00
Invoice #2: On July 1, 2025	\$24,400.00
Invoice #3: On July 1, 2026	\$24,400.00
Total:	\$73,200.00

Wilby

Below is the payment schedule for Wilby.

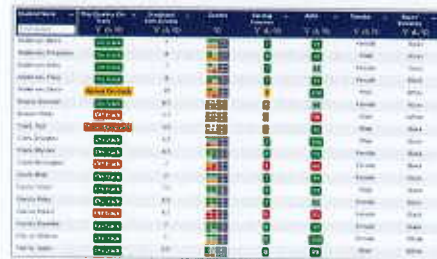
Invoices	Amount
Invoice #1: Payment due upon acceptance of this Agreement	\$19,400.00
Invoice #2: On July 1, 2025	\$19,400.00
Invoice #3: On July 1, 2026	\$14,400.00
Total:	\$53,200.00

Overview of the RISE Data Hub

The RISE Data Hub is a secure, action-oriented data platform built by educators, for educators to promote on-track achievement and postsecondary success for all students. The Hub streamlines many data sources into one user-friendly interface and supports teachers, counselors, and administrators to efficiently support all students.

Providing features that meet schools' needs

- **Integrated data sources** pull directly into the Hub each night, giving educators secure and timely access to important information from multiple systems, including PowerSchool, Naviance, and more. Educators can also input custom tags and other information directly into the Hub interface.
- **Student lists** allow administrators and teams of teachers to filter, sort, and view trends across many students, identifying needs and narrowing down to targeted groups that need similar interventions. Lists can be exported, downloaded, and shared among educators as needed.
- **Custom charts** allow administrators and teams to see trends and analyze metrics down by demographic subgroups. Charts may be shared with external stakeholders or used collaboratively with teams to dig into root causes of trends in the data.
- The **strategic data calendar** highlights the most relevant data to be discussing at each time of year. It equips administrators and team leads with agendas and protocols to guide team meetings and links directly to the relevant data within the Hub.
- **Student profiles** allow teams to see all the relevant information about a student in one place and facilitate deep conversations about the root causes behind successes and struggles that enable the planning of effective interventions. Profiles can be exported in bulk into student- and family-facing On Track Reports.



Empowering educators to drive results

The Hub's features work together to support educators in improving outcomes while saving time and money.

	Streamlined access ➤	Focused plan ➤	Actionable data
The Hub:	<ul style="list-style-type: none"> ● Pulls data nightly from multiple systems ● Displays critical data in lists and charts 	<ul style="list-style-type: none"> ● Centers tools around research-based metrics and a strategic data calendar ● Suggests filters to focus on relevant data 	<ul style="list-style-type: none"> ● Pairs relevant data with actionable protocols ● Filters and summarizes data to highlight trends ● Records tasks and tracks completion and notes
So that educators:	<ul style="list-style-type: none"> ● Save time manually compiling data ● See a holistic picture of each student, grade level, or school 	<ul style="list-style-type: none"> ● Run efficient, collaborative meetings ● See data that is directly related to their workflow at this time in the year 	<ul style="list-style-type: none"> ● Identify root causes for student successes and struggles ● Walk away from the data with clear next steps
And the	<ul style="list-style-type: none"> ● Saves tens of thousands 	<ul style="list-style-type: none"> ● Engages teachers in 	<ul style="list-style-type: none"> ● Saves thousands of dollars

district:	of dollars worth of leader work hours every year	effective PD, decreasing attrition	on credit recovery costs when students courses
-----------	--	------------------------------------	--

Working closely with district partners

RISE highly values its close working relationships with school and district partners. If a district decides to pursue the RISE Data Hub, we start by establishing the terms of our data sharing agreement. After that, we work directly with district and school personnel to understand the unique context of the school, ingest the relevant data safely and securely, and prepare the relevant educators to make the best use of the tool.

Partnership Principles

Through our consulting engagements, we prioritize partnerships that reinforce the following principles:

- **Impact:** We prioritize excellent and equitable student outcomes through all of our work. While most of our partnerships involve capacity- and systems-building work with educators, we remain deeply focused on how these investments translate to improved student experiences and results. We hold ourselves accountable for student outcomes, and we ask our partners to do the same.
- **Collaboration:** Our approach is deeply collaborative. We believe in empowering partners and school communities to create the changes they want to see for their students, caregivers, and educators. We roll up our sleeves alongside partners to understand the school context and iteratively develop approaches that reflect the voices and feedback of school community members.
- **Sustainability:** We strive to ensure that strategies and mindsets cultivated during the partnership live on far beyond the partnership. We are committed to building capacity, structures, and solutions that local educators champion and will sustain over time. We also believe in approaches that are scalable and cost effective, ensuring the school and district can maintain the work.
- **Equity:** We partner exclusively with organizations and districts committed to disrupting opportunity gaps with a focus on communities that serve high concentrations of historically marginalized populations. Our data-driven approach centers our work in evidence and personalization. We differentiate support for schools and educators, just as we support educators in differentiating their support for students. We value diversity and strive to create inclusive spaces where unique perspectives are welcomed and embraced.
- **Improvement:** As an organization that facilitates networks for school improvement, we are committed to inquiry cycles and seek to grow, learn, and improve over time. We promote disciplined reflection -- among RISE staff and with partners -- to learn from successes and challenges. We value progress and improvement over time, and we support school teams in building a culture of continuous improvement.

Partnership Assurances

RISE asks schools, districts, and partners to take accountability for progress and results, and we do the same for ourselves. Our proposal identifies a number of areas requiring deep collaboration and shared accountability. We are committed to delivering in an excellent way, and we require the following from our partners in order to do so:

- **Capacity:** We pursue deeply collaborative partnerships designed to be sustainable and impactful. Our work is dependent on significant access to and support from our partners. To ensure our work is completed in a timely and highly effective manner, partners must commit sufficient capacity to this effort.
- **Conditions:** Our work is complex, and dependent on policies, politics, and environments that can be challenging. While we pride ourselves on the ability to navigate difficult conditions, unexpectedly poor conditions may cause unintended barriers to completing the deliverables exactly as described.
- **Flexibility:** Together, we will embark on innovative and ambitious projects. This work is necessarily dynamic. We ask our partners to be understanding of the occasional need to revisit and modify components of the work plan in order to pursue our intended outcomes.
- **Diversity, Equity, and Inclusion:** Achieving educational equity requires our collective efforts to close long-standing opportunity gaps for historically marginalized populations. We ask partners to confront policies, structures, and practices that may perpetuate inequities, and we ask partners to facilitate transparent and inclusive processes to empower educators, caregivers, and students in shaping improvement efforts.
- **Communication:** Changes to the scope of work will require mutual agreement. We make every effort to communicate early and often about the changing nature of our work and ask our partners to do the same. We ask the partner to identify a communications lead for the central office, as well as each of the partner schools. That way, we can remain coordinated and ensure effective communication.
- **Transparency and Access:** Given the collaborative nature of our work, we will work to establish reciprocal access and transparency. This will ensure that RISE supports are timely, aligned, and representative of organizational context and needs.

**CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM**

Contract Recipient or Vendor Name: Connecticut RISE Network Inc

Requesting Department: BOE

Department Contact: Jerry Gay jerry.gay@waterbury.k12.ct.us

Description of work to be performed: RISE Network Services

Estimated Contract Duration and End Date: multi

Date Reviewed: 11/22/2024

Insurance Certificate Term:

**11/05/2024 – 11/05/2025 all required policies except
07/01/2024 – 07/01/2025 Workers Comp Liability**

Payment / Performance Bond:

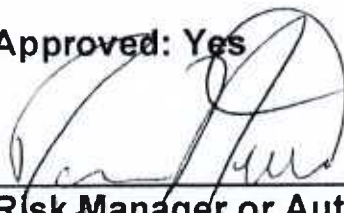
**Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf**

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments:

Approved: Yes


Risk Manager or Authorized Designee

11/25/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Molly Alley	
Cross Insurance		PHONE (A/C, No, Ext): (207) 947-7345	FAX (A/C, No):
491 Main Street		E-MAIL ADDRESS: molly.alley@crossagency.com	
P O Box 1388		INSURER(S) AFFORDING COVERAGE	
Bangor ME 04401		INSURER A: Tri-State Ins Co of Minnesota	NAIC #: 31003
INSURED		INSURER B: Acadia Ins Co	31325
Connecticut RISE Network, Inc		INSURER C: Philadelphia Indemnity Ins Co	
700 State Street 3rd Fl		INSURER D: RLI Insurance	
New Haven CT 06511		INSURER E: Certain Underwriters at Lloyd's, London	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2491988474 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		Y	ADV5298568-17	11/05/2024	11/05/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ADV5298568-17	11/05/2024	11/05/2025	DAMAGED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 0			CUA5307390-17	11/05/2024	11/05/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Director's & Officers Liability			PHSD1794732-007	06/22/2024	06/22/2025	Limit \$3,000,000

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

Additional Policies:
 C - Cyber - PHSD1799331-007 - 06/22/2024 to 06/22/2025 - \$1,000,000 per claim & \$2,000,000 aggregate
 D - Error & Omissions - RTP0044525 - 09/03/2024 to 09/03/2025 - \$1,000,000 limit
 City of Waterbury and its Board of Education is named as additional insureds. All policies are primary & non-contributory basis. A waiver of subrogation applies to all policies. 30 day cancel notice applies.
 Project: RISE Network Services in four areas of HUB, Coaching Community and Strategies, Data collections & distribution

CERTIFICATE HOLDER	CANCELLATION
City of Waterbury and its Board of Education 235 Grand St. Waterbury CT 06702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Molly B. Alley</i>

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CERTIFICATE OF LIABILITY INSURANCE

SEY

DATE (MM/DD/YYYY)
11/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AON RISK SERVICES SOUTH INC
3550 LENOX ROAD NORTHEAST
SUITE 1700
ATLANTA GA 30326

CONTACT NAME: Aon Risk Services, Inc of Florida

PHONE (A/C, No, Ext): 833-506-1544

FAX (A/C, No):

EMAIL ADDRESS: work.comp@trinet.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Indemnity Insurance Company of North America

43575

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
TrNet Group, Inc.
The Connecticut Rise Network Inc.
1 Park Place, Suite 600
Dublin, CA 94568-7983

COVERAGES

CERTIFICATE NUMBER: 15830697

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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						GENERAL AGGREGATE	\$
							PRODUCTS - COMPOP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR_C5727993A	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage is limited to worksite employees of The Connecticut Rise Network Inc. through a co-employment agreement with TrNet HR III-A, Inc.
Waiver of subrogation in favor of City of Waterbury + BOE as required by written contract.

CERTIFICATE HOLDER

City of Waterbury + BOE
235 Grand St
Waterbury, CT 067002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

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Workers' Compensation and Employers' Liability Policy

Named Insured TriNet Group, Inc. The Connecticut Rise Network Inc. 1 Park Place, Suite 600 Dublin, CA 94568-7983	Endorsement Number Policy Number Symbol: WLR Number: C5727993A
Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement 12/01/2024
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

City of Waterbury + BOE
235 Grand St
Waterbury, CT 067002

For the states of CA, UT, TX, refer to state specific endorsements. This endorsement is not applicable in KY, NH, and NJ. The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

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: RISE Network services in four areas of HUB, Coaching, Community and Strategies. Data collection & distribution.

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

Cyber / Privacy/ Network: **\$1,000,000 per Loss**
 \$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.



A handwritten signature in black ink, appearing to read 'Jerry Gay', is written over the signature line. To the right of the signature, the date '4-12-24' is handwritten in black ink.



OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: November 1, 2024

From: Delinquent Tax Office

**To: Jerry Gay, BOE Contracts Manager
Waterbury Board of Education**

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **are not** delinquent for taxes, water or parking tickets.

The Connecticut Rise Network, Inc.
700 State St.
New Haven, CT 06511

If you have any questions regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Very truly yours,

Nancy J. Olson

Nancy J. Olson. CCMC
Deputy Revenue Collection Manager
City of Waterbury

NO/adw

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

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

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

State of CONNECTICUT

SS.: _____

County of NEW HAVEN

Emily Pallin, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or Executive Director*** of the Connecticut RISE Network, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

CITY OF WATERBURY

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Emily Pallin	Executive Director	Connecticut RISE Network		11/20/86
2 Nichelle Woodson	Chief of Network Success	Connecticut RISE Network		2/3/76
3 Chris Lewine	Chief of Data Strategy and Product Innovation	Connecticut RISE Network		10/19/87
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 Connecticut RISE Network	Multiple staff	Connecticut RISE Network	Freshman Focus Network participation for Wilby, Kennedy, and Crosby High Schools PO #s: 217226, 217285, 217342	n/a
2 Connecticut RISE Network	Multiple staff	Connecticut RISE Network	12 educators attending the Grade 9 Symposium 2-day training PO #: 224616	n/a
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) :

CITY OF WATERBURY

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 None – N/A			
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		

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

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

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.

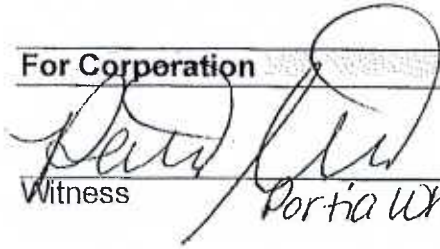
Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)
My Commission Expires: _____

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

For Corporation

Witness


Portia Whitted

Emily Pallin, Executive Director

Name of Corporate Signatory
CT RISE Network, Inc.

700 State Street, New Ham, CT
Address of Business

06511

Affix
Corporate
Seal

By:  Emily Pallin
Name of Authorized Corporate Officer

Its: Executive Director
Title

State of CONNECTICUT)

) SS

County of NEW HAVEN)

EMILY PALLIN being duly sworn,

deposes and says that he/she is EXECUTIVE DIRECTOR of CT RISE NETWORK and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 20TH day of AUGUST 2024.

My Commission Expires: MARCH 31, 2028


(Notary Public)

Daemond L. Benjamin
Notary Public
My Commission Expires March 31, 2028

**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 principals 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:

Connecticut RISE Network, Inc.
700 State St, 3rd Floor
New Haven, CT 06511

Print Name and Title of Authorized Representative:

Emily Pailin, Executive Director

Signature of Authorized Representative:

Emily Pailin

Date: 8/19/24



Vendor #: 25139

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Connecticut Rise Network
700 State Street
Suite 301
New Haven, CT 06511

April 26, 2024

In accordance with the City of Waterbury Ethics and Conflict of Interest Ordinance that was approved by the Board of Aldermen in August 2003, all persons or business entities doing business with the City of Waterbury in excess of \$1,000 in a calendar year must file a financial disclosure form.

For the **2023** calendar year, you or your organization met this qualification. Please visit the link below to complete the form online or call 203-574-6840 ext. 7066 to request a hard copy be mailed to you.

- Waterburyct.org/services/financialdisclosure

Complete the 2023 Annual Financial Disclosure Form by:

1. Include the vendor number noted on the top right corner of this letter.
2. List open purchase orders or contracts with the City. If none, check the box.
3. Name City of Waterbury officials or employees who have a financial interest in your business. If none, check the box.
4. Sign the certification page.
5. Return the signed form no later than **June 1, 2024**
 - a. Scan and email to: FinanceDepartment@waterburyct.org or
 - b. Mail to: City of Waterbury Finance Department, 235 Grand St., Waterbury, CT 06702

Email any questions to Maya Willis, Accounts Payable Specialist at mwillis@waterburyct.org.

Thank you for your cooperation.

Sincerely,

Michael LeBlanc
Director of Finance

ANNUAL STATEMENT OF FINANCIAL INTERESTS
Persons or Entities Conducting Business with the City
Waterbury, Connecticut
(For the Calendar Year 2023)

Vendor #:
25139
(Noted on top right side of letter.)

Name of Filing Party Connecticut RISE Network, Inc.

I. Outstanding Contracts or Purchase Orders with the City

No Outstanding Contracts or Purchase Orders with the City

Freshman Focus Network for 2023-24 for Wilby High School.

(Service or Commodity Provided)

PO # 217285

(Term of Contract or PO)

Freshman Focus Network for 2023-24 for Kennedy High School.

(Service or Commodity Provided)

PO # 217226

(Term of Contract or PO)

Freshman Focus Network for 2023-24 for Crosby High School.

(Service or Commodity Provided)

PO # 217342

(Term of Contract or PO)

(Service or Commodity Provided)

(Term of Contract or PO)

ANNUAL STATEMENT OF FINANCIAL INTERESTS

Persons or Entities Conducting Business with the City

Waterbury, Connecticut

(For the Calendar Year 2023)

Name of Filing Party Connecticut RISE Network, Inc.

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

n/a

(Name of Official)

n/a

(Position with City)

n/a

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

Interest Held By:

Self

Spouse

Joint

Child

n/a

(Name of Official)

n/a

(Position with City)

n/a

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

Interest Held By:

Self

Spouse

Joint

Child

ANNUAL STATEMENT OF FINANCIAL INTERESTS

Persons or Entities Conducting Business with the City

Waterbury, Connecticut

(For the Calendar Year 2023)

Name of Filing Party Connecticut RISE Network, Inc.

CERTIFICATION

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matters required to be disclosed by me pursuant to §39.061 of the Code of Ordinances. (Page 4)

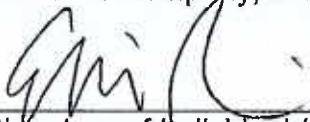
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.116 and 39.101 of said Code. (Page 4)

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.

Connecticut RISE Network, Inc.

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

Emily Pallin, Executive Director

Print or Type Name and Title (if applicable)

04/30/2024

Date

Delivered by:

Email

Mail

Hand Delivered