

Amendment 1
to
Professional Services Agreement
between
The City of Waterbury, Connecticut
and
Franklin Covey Client Sales, Inc.
for
Leader in Me Software Subscription

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut (“City”) and Franklin Covey Client Sales, Inc., 2200 West Parkway Boulevard, Salt Lake City, Utah 84119, a State of Utah duly registered domestic corporation, duly registered to do business in the State of Connecticut (the “Consultant” or “FranklinCovey”).

WHEREAS, the parties hereto entered into a Professional Services Agreement for custom coaching services and software licenses for the Consultant's Leader in Me software executed by the Mayor of the City of Waterbury on January 24, 2024 (“Agreement”); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement in order to expand the scope of services to include services (“Additional Services”) to be provided at Roberto Clemente International Dual Language School (“Roberto Clemente”) pursuant to the Consultant’s price proposal dated April 8, 2024, consisting of 3 pages and attached to this Amendment 1, providing additional compensation consistent therewith, on the same terms and conditions as the Agreement; and

NOW THEREFORE, the parties hereby agree and covenant to amend the Agreement as follows:

1. Paragraph 1 of the Agreement “Scope of Services” shall be amended to include those Additional Services as set forth in Consultant’s price proposal dated April 8, 2024, consisting of 3 pages and attached to this Amendment 1.
2. Paragraph 5 of the Agreement “Contract Time” shall be amended to include a separate and distinct term for the provision of the Additional Services as follows:

5.1(a) Additional Services Initial Term. The Initial Term of this Contract governing the Additional Services shall commence on May 15, 2024 and terminate on May 14, 2025 (“Additional Services Contract Time”). Consultant shall complete all work and services required under this Contract during Contract Time. Continuation of this Agreement for each year is contingent upon continued State funding.

5.2(a) Option Periods. The City, in its sole discretion, shall have the option to extend this Contract governing the Additional Services for up to **two (2)** additional **one (1)** year terms (collectively, the "Additional Services Option Periods") upon reasonable notice to the Consultant and upon the same terms and conditions.

1.1.1 Option Period 1: May 15, 2025 through May 14, 2026

1.1.2 Option Period 2: May 15, 2026 through May 14, 2027

3. Paragraph 6.1 of the Agreement "Fee Schedule" shall be amended to include a separate and distinct fee schedule for the Additional Services as follows:

6.1(a) Additional Services Fee Schedule. The fee payable to the Consultant shall be as set forth below and in accordance with Consultant's price proposal dated April 8, 2024, consisting of 3 pages and attached to this Amendment 1:

6.1.1.(a) Year One: May 15, 2024 – May 14, 2025. The fee payable to the Consultant for Additional Services rendered shall not exceed **TWENTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS and SIXTY-FIVE CENTS (\$27,679.65)**.

6.1.4.(a) Additional Services Option Period One: May 15, 2025 – May 14, 2026. The fee payable to the Consultant for Additional Services rendered during the first option period shall not exceed **TWENTY THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS and SIXTY-THREE CENTS (\$20,982.63)**.

6.1.5.(a) Additional Services Option Period Two: May 15, 2026 – May 14, 2027. The fee payable to the Consultant for Additional Services rendered shall not exceed **TWENTY THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS and SIXTY-THREE CENTS (\$20,982.63)**.

4. All other terms, conditions and provisions of the Agreement remain in full force and effect and binding upon the parties.

(The next page is the signature page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment Number 3 on the dates indicated below.

WITNESSES:

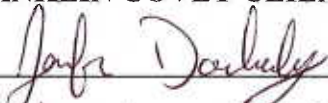
CITY OF WATERBURY

By: 
Paul K. Perneroewski Jr., Mayor

Date: 5/23/2024

WITNESSES:

FRANKLIN COVEY CLIENT SALES, INC.

By: 
Its Managing CEC

Date: 5/14/2024

Approved by FranklinCovey Legal
Nikki Vanderhoof, Contract Lead

 Digitally signed by
Nikki Vanderhoof
Date: 2024.04.30
17:16:16 -06'00'

ATTACHMENT A

To

Amendment 1

to

Professional Services Agreement

between

The City of Waterbury, Connecticut

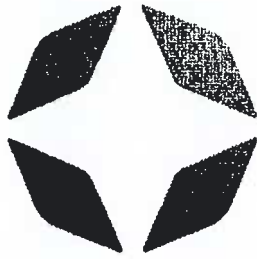
and

Franklin Covey Client Sales, Inc.

for

Leader in Me Software Subscription

1. Consultant's price proposal dated April 8, 2024, consisting of 3 pages (attached to this Amendment 1).



Solutions Overview

Prepared For:

Maloney Magnet Elementary School

Created on November 7, 2023

Proposal is valid for the next 30 days

Paige Pye

Education Success Partner

(801) 817-5301

paige.pye@franklincovey.com

Proposal

Maloney Magnet Elementary School
Created on November 7, 2023
Proposal is valid for the next 30 days

Investment Summary

Total Cost

\$37,970.00

Investment Detail

Year	Subscription	Professional Development	Materials	Total
Year 1	\$6,490.00	\$3,700.00	\$0.00	\$10,190.00
Year 2	\$6,490.00	\$7,400.00	\$0.00	\$13,890.00
Year 3	\$6,490.00	\$7,400.00	\$0.00	\$13,890.00

Proposal

Maloney Magnet Elementary School
Created on November 7, 2023
Proposal is valid for the next 30 days

Investment Summary

Total Cost

\$37,970.00

Investment Detail

Maloney Magnet Elementary School

Year 1				\$10,190.00
Subscription				\$6,490.00
Description	List Price	Quantity	Total Cost	
Membership per Student	\$11.00	590	\$6,490.00	
Professional Development				\$3,700.00
Description	List Price	Quantity	Total Cost	
Custom Coaching Daily Rate	\$3,700.00	1	\$3,700.00	
Year 2				\$13,890.00
Subscription				\$6,490.00
Description	List Price	Quantity	Total Cost	
Membership per Student	\$11.00	590	\$6,490.00	
Professional Development				\$7,400.00
Description	List Price	Quantity	Total Cost	
Custom Coaching Daily Rate	\$3,700.00	2	\$7,400.00	
Year 3				\$13,890.00
Subscription				\$6,490.00
Description	List Price	Quantity	Total Cost	
Membership per Student	\$11.00	590	\$6,490.00	
Professional Development				\$7,400.00
Description	List Price	Quantity	Total Cost	
Custom Coaching Daily Rate	\$3,700.00	2	\$7,400.00	

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Diurca Tomasella, Principal of Roberto Clemente International Dual Language School

From: Kevin McCaffery, Director of Purchasing *(KMC)*

Subject: Waiver Request – Amendment #1 to Contract with Franklin Covey for Leader in Me Program

Date: February 9, 2024

I have reviewed the attached information provided by Diurca Tomasella, Principal of Roberto Clemente International Dual Language School, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

- (B) (1) The amendment is consistent with the scope of the original procurement.
- (2) Soliciting qualifications, proposals or competitive bids for purchase would:
- (c) The contractor is the sole source for such commodities or services.

Therefore, it is my opinion to proceed with the amendment with Franklin Covey for Leader in Me.

R. C. INTERNATIONAL DUAL LANGUAGE SCHOOL



February 9, 2024

To: Kevin McCaffery, Purchasing

From: Diurca Tomasella, Principal of Roberto Clemente International Dual Language School

Date:

Re: Contract Amendment for Leader in Me by Franklin Covey

Waterbury Public Schools has established a contract with Leader in Me (LiM) by Franklin Covey, for the purpose of providing students with social emotional leadership competencies. LiM equips them with interpersonal and personal effectiveness skills that will unite their gifts and talents with their unique passion and purpose.

We respectfully request that the contract for LiM by Franklin Covey be amended to include additional costs for the partnership between Roberto Clemente International Dual Language School and Franklin Covey. The services provided will include the following:

- Year 1 Subscription, Professional Development, and materials (August 2024 - July 2025).
- Year 2 Subscription, Professional Development, and materials (August 2025 - July 2026).
- Year 3 Subscription, Professional Development, and materials (August 2026 - July 2027).

The aforementioned services are consistent with the previous implementation plan between Waterbury Public Schools and Franklin Covey. As seen in the attached quote, we are requesting an amendment of \$62,989.06 for LiM by Franklin Covey. Please feel free to contact me at any time for additional information regarding this request.

Best,

Diurca Tomasella

Principal of Roberto Clemente International Dual Language School

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)



(Service or Commodity Covered by Contract)

(Term of Contract)



(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self Spouse Joint Child

(Name of Official)

(Position with City)

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

Interest Held By:

Self Spouse Joint Child

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

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

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

I have read and agree to the above certification.

Franklin Covey Client Sales, Inc.
(Name of Company, if applicable)

[Signature]
Signature of Individual (or Authorized Signatory)

12/11/2023
Date

Legal Director
Print or Type Name and Title (if applicable)

DELIVERED | By Mail Hand-Delivered
Fed-Ex.

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

*Franklin Covey Client Sales, Inc.
2200 W Parkway Blvd.
Salt Lake City, UT 84119*

Print Name and Title of Authorized Representative

Kimberly Neville, Legal Director

Signature of Authorized Representative

[Signature]
Date: 12/11/2023

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

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

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

State of Utah

SS.: _____

County of Salt Lake

Kimberly Neville, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** of Franklin Covey Client Sales, 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**

✓ 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
Franklin Covey Client Sales, Inc. is a wholly owned subsidiary of Franklin Covey Co. Franklin Covey Co. is publicly traded on the NYSE (ticker symbol – FC). Please see our annual report and publicly filings, which identify all decision-makers and pertinent business interests. Courtesy copies are available at https://ir.franklincovey.com				

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
Franklin Covey Client Sales, Inc. previously provided coaching services and a one-year Leadership in Me membership to Maloney Magnet Elementary School. The term of the contract ran from 9/26/2022 to 9/25/23; contract value was \$12,100.00.				

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

Organization Name	Address	Type of Ownership
1		none
2		
3		
4		

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

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

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

	Name	Title	DOB	Stock %
1	Franklin Covey Co.		n/a – publicly traded entity	100
2				
3				
4				

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

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

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	none		
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

State of Utah)

) SS

County of Salt Lake)

Kimberly Neville

being duly sworn,

deposes and says that he/she is the Legal Director of Franklin Corey Client Sales, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 11th day of December 2023.

Jackie Taylor
(Notary Public)

My Commission Expires: November 15, 2026





Date: 12/12/2023

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.

Franklin Covey Client sales Inc.
2200 W Parkway Blvd
Salt Lake City, Utah 84119

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, CCMC
Deputy Revenue Collection Manager
City of Waterbury

NO/ln

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

Contract Recipient or Vendor Name: FranklinCovey Co.

Requesting Department: BOE

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

Description of work to be performed: Professional Development software subscription for Maloney Magnet including in-person trainings

Estimated Contract Duration and End Date: multi

Date Reviewed: 12/13/2023

Insurance Certificate Term: 09/01/2023 – 09/01/2024

Payment / Performance Bond:

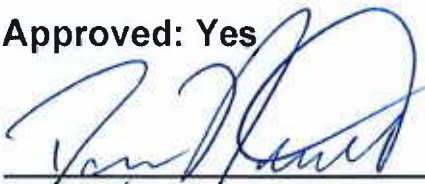
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

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

Comments:

Approved: Yes


12/13/23

Risk Manager or Authorized Designee



FRANCOV-01

RSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2023

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

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

PRODUCER IMA, Inc. - Salt Lake City 95 S State Street Suite 1300 Salt Lake City, UT 84111	CONTACT NAME: PHONE (A/C, No, Ext): (801) 325-5000	FAX (A/C, No): (801) 532-2804
	EMAIL ADDRESS:	
INSURED: FranklinCovey Co. and FranklinCovey Client Sales, Inc. 2200 West Parkway Blvd Salt Lake City, UT 84119	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Casualty Company of Reading, Pennsylvania	NAIC # 20427
	INSURER B: Transportation Insurance Company	NAIC # 20494
	INSURER C: The Continental Insurance Company	NAIC # 35289
	INSURER D: ACE American Insurance Company	NAIC # 22667
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

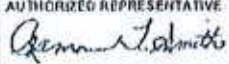
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR. LTR.	TYPE OF INSURANCE	ADDL. INFO	SUBR. INFO	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (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"/> PER. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	7016425931	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. Occurrence) \$ 200,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPND AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7016433658	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Col Deds \$ 1,000
C	<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 \$ 10,000			7016435570	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 Follows form
C	<input checked="" type="checkbox"/> 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	X 7016424469	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ProfLi/rotr3-16-06			095593033	9/1/2023	9/1/2024	Rot\$100,000; Agg/Occ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Waterbury and its Board of Education are included as Additional Insured with regard to products/services provided by the Named Insured.
 Coverage shall be considered primary and non-contributory. Waiver of Subrogation is granted in favor of same.

CERTIFICATE HOLDER

CANCELLATION

Maloney Magnet Elementary School Attn: Donna Cullen 233 Elm Street Waterbury, CT 6702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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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: Franklin Covey software multi-year subscription for Professional Development at Maloney Magnet including in-person training

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-" "VIII".

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

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

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

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

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

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

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

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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



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