

Amendment
to
PROFESSIONAL SERVICES AGREEMENT
RFP No. 6938
For
Online Grammar and Writing Program
between
The City of Waterbury, Connecticut
and
Empirical Resolution, Inc.

THIS AMENDMENT ("Amendment") is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and EMPIRICAL RESOLUTION, INC. (A.K.A. "Quill.org") (the "Consultant"), located at 41 East 11th Street, 11th Floor, New York, NY, 10003, a State of Connecticut duly registered domestic corporation (Jointly referred to as the "Parties" to this Amendment).

WHEREAS, the City and the Consultant entered into an Agreement, effective on August 9, 2021, for Online Grammar and Writing Program (the "Agreement" or "Contract"); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to in order to expand the scope of services and provide for additional compensation, consistent with the Agreement.

NOW THEREFORE, it is mutually agreed as follows:

1. **Section 1 "Scope of Services" of the Agreement shall be amended to read as follows:**

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

1.1. The Project consists of and the Consultant will provide access to an online grammar and writing program for Waterbury Public School students in grades six (6), seven (7),

and eight (8) grade, and other individuals as set forth herein, Consultant shall also provide services to include but not limited to, training, lessons and instruction, data assessment and analysis, grade transfer, and integration with PowerSchool (the "Services"). For the academic years 2022-2023, 2023-2024, 2024-2025, and 2025-2026, Consultant shall provide the Services as well as the following: 5,000 licenses, 6 hours of professional learning for the supervisor and high school curriculum coordinators, 3 hours of training for high school administrators, and 2 hours of professional learning for teachers to Waterbury Public School teachers and students at Wilby High School, Crosby High School, Waterbury Career Academy, Waterbury Arts Magnet, Enlightenment, State Street, and Kennedy High School ("Additional Services"). All Services and Additional Services and access shall be provided as detailed and described in the City of Waterbury RFP No. 6938, Consultant's response thereto, and Consultant's Quote dated October 27, 2022 which are attached hereto as part of Attachment A and are hereby made material provisions of this Contract. Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 City of Waterbury Request for Proposal No, 6938 ("RFP"), consisting of nine (9) pages (excluding sample City Contract and contract compliance forms), (attached hereto);
- 1.1.2 Addendum #1 to City's RFP No. 6938, dated April 26, 2021, consisting of one (1) page (attached hereto);
- 1.1.3 Consultant's Revised Price Proposal, dated May 24, 2021, consisting of two (2) pages (attached hereto);
- 1.1.4 Consultant's Response to RFP No. 6938, consisting of thirty (30) pages, (excluding sample City Contract, original price proposal, and contract compliance forms), (attached hereto) ;
- 1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (Incorporated by reference);
- 1.1.6 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Incorporated by reference);
- 1.1.7 Certificates of Insurance (Incorporated by reference);
- 1.1.8 All applicable Federal, State, and Local statutes, regulations, charter and ordinances (Incorporated by reference);
- 1.1.9 All licenses (Incorporated by reference);
- 1.1.10 Consultant's Quote, dated October 27, 2022, consisting of two (2) pages (attached hereto)

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

- 1.2.1** Amendment(s) and Change Orders
- 1.2.2** This Contract
- 1.2.3** Addendum #1 to RFP No. 6938
- 1.2.4** RFP No. 6938

- 1.2.5 Consultant's Revised Price Proposal, dated May 24, 2021
- 1.2.6 Consultant's Response
- 1.2.7 Consultant's October 27, 2022 Quote
- 1.2.8 Federal, State, and Local laws, regulations, charter and ordinances

1.3 License Grant. The Consultant hereby grants to Subscriber non-transferable license to access and use the Services/Program as provided herein, for all Authorized Users.

1.4 Delivery and Access. The Services and Additional Services will be provided through the Consultant's website at www.quill.org and such other sites as the Consultant may designate (collectively, "Website"), For the purpose of this Agreement, "Authorized Users" will include Subscriber's students, employees, contractors, consultants, and those auditors, governmental authorities and other individuals and entities who may require access to Subscriber Data, as defined below.

2. **Section 5 "Contract Time" of the Agreement shall be amended to read as follows:**

5. Contract Time. Services to be provided under this Contract by the Consultant shall commence on August 1, 2021 and shall terminate on July 30, 2026 ("Contract Time"). All milestones shall be in accordance with the following schedule:

5.1. Contractor shall provide 5,000 licenses on or before August 1, 2021. Contractor shall provide 5,000 additional licenses upon execution of this Amendment.

5.2. Contractor shall provide training with Computer Technology Center (CTC) by August 15, 2021. Contractor shall provide additional training with Computer Technology Center (CTC) by August 15, 2023.

5.3. Contractor shall provide a full day (6 hours) of professional learning for Department Supervisor and Middle School Department Leadership between August 1 and August 15, 2021, exact date to be determined by scheduling availability. Contractor shall provide an additional full day (6 hours) of professional learning for Department Supervisor and High School Curriculum Coordinators between August 1 and August 15, 2023, exact date to be determined by scheduling availability.

5.4. Contractor shall provide at least three hours of dedicated training between August 9 and August 20, 2021 for twenty-two building administrators. Contractor shall provide at least three hours of additional dedicated training between August 9 and August 20, 2023 for high school administrators.

5.5. Contractor shall provide professional learning for teacher (between 80 to 120 people total) on August 24, 2021. Professional learning will take place in a virtual setting with a maximum time frame of two hours. Contractor shall provide additional professional learning for teacher (between 80 to 120 people total) in August or September 2023, on an exact date to be determined by scheduling availability.

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

3. **Section 6.1 "Fee Schedule" of the Agreement shall be amended to read as follows:**

6.1. The fee payable to the Consultant shall not exceed NINETY-FIVE THOUSAND FIVE HUNDRED DOLLARS 00/100 (\$ 95,500.00) for the entire five-year term of this Agreement and shall be in accordance with Consultant's proposal, dated May 24, 2021, and Consultant's Quote, dated October 27, 2022, set forth in Attachment A and as follows;

6.1.1. Year 1 (August 1, 2021 - July 30, 2022):

6.1.1.1 Student License Fee: \$2.10 per student (30% discount) per school year (August 1, 2021 —July 30, 2022): for 5,000 students
Amount not to exceed \$ 10,500.00

6.1.1.2 Dedicated time to work with Computer Technology Center (CTC) to work out the logistics of rostering / setting up the site admin account, etc. (6+ hours)
Amount not to exceed\$0.00

6.1.1.3 A full day (6 hours) of professional learning for a total of five, the supervisor and four middle school curriculum coordinators (Virtual)
Amount not to exceed \$ 500.00

6.1.1.4 At least three hours of dedicated training (with follow-up) for twenty-two building administrators
Amount not to exceed \$ 0.00

6.1.1.5 Professional Learning for teachers (between 80 to 120 people total) must take place on August 24, 2021 in a virtual setting with a maximum time frame of two hours.
Amount not to exceed \$ 0.00

6.1.1.6 Total Amount for Year 1\$ 11,000.00

6.1.2. Year 2-5 (August 1, 2022 - July 30, 2026):

6.1.2.1 Student License Fee: \$2.10 per student (30% discount) per school year (August 1, 2022 —July 30, 2022): for 10,000 students

Amount not to exceed \$ 21,000.00

6.1.2.2 Dedicated time to work with Computer Technology Center (CTC) to work out the logistics of rostering / setting up the site admin account, etc. (6+ hours)

Amount not to exceed\$0.00

6.1.2.3 A full day (6 hours) of professional learning for a total of five, the supervisor and four middle school curriculum coordinators (Virtual)

Amount not to exceed \$ 500.00

6.1.2.4 At least three hours of dedicated training (with follow-up) for twenty-two building administrators

Amount not to exceed \$ 0.00

6.1.2.5 Professional Learning for teachers (between 80 to 120 people total) must take place in August or September 2023, on an exact date to be determined by scheduling availability in a virtual setting with a maximum time frame of two hours.

Amount not to exceed \$ 0.00

6.1.2.6 Total Amount for Year 2-5.....\$ 84,500.00

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

WITNESSES:

CITY OF WATERBURY

Sign: 
Print name: Alexandra DeGirolema

By: 
Neil M. O'Leary, Mayor

Sign: 
Print name: Kaitlyn Basant

Date: 12/22/22


WITNESSES:

EMPIRICAL RESOLUTION, INC.

Sign: 
Print name: Christina Collins-Berry

By: 

Its: Peter Gault *Executive Director*

Sign: 
Print name: Alex Otstott

Date: 12/06/22