

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7251

For

Slides-Based Interactive Teaching and Formative Assessment System

between

The City of Waterbury, Connecticut

and

Nearpod 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 NEARPOD INC., a Delaware corporation with main offices at 1855 Griffin Road, A290, Dania Beach, Florida (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7251 for a three year contract for Slides-Based Interactive Teaching and Formative Assessment System with related materials, equipment, supplies and professional learning as those may apply; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7251; 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.

- 1.1. The Project consists of, and the Contractor shall provide, a three year contract for Slides-Based Interactive Teaching and Formative Assessment System with related materials, equipment, supplies and professional learning as those may apply, which includes the following:

1. Integration with Google Slides and PDFs (minimum - additional integrations preferred by not required)
2. Ability to add formative assessment questions, specifically:
 - Multiple Choice
 - Open-Ended Responses
 - Polls
 - Drag and Drop
 - Drawing
 - Fill-In the Blanks
3. Ability to add Interactive videos
4. Ability to annotate slides/activities during a lesson
5. Ability to Toggle between “live” and “student-paced” modes during a lesson
6. Ability to limit the number of slides that students can access in “student-paced” mode.
7. Ability to add a co-teacher to a lesson
8. Ability to see student responses in real time
9. Ability to share student responses while hiding student names
10. Ability to create Substitute Plans that can be shared outside of the district if necessary
11. Access to post-session reports that allow teachers to see student responses and data as well as provide feedback to students (feedback is not provided via the platform).
12. Comprehensive library of pre-made lessons and activities that is searchable by topic, domain, and standard
13. Professional learning

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 The City's solicitation documents, RFP No.7251 (attached hereto)

1.1.2 Nearpod Inc. revised price proposal dated June 2, 2022 (attached hereto)

1.1.3 Nearpod Inc. Response to RFP No. 7251 (attached hereto)

Nearpod's Terms and Conditions: www.nearpod.com/terms-conditions To the extent Nearpod's Terms and Conditions are not inconsistent with the terms and conditions set forth in this Contract, Nearpod's Terms and Conditions shall be applicable. If any of Nearpod's Terms and Conditions are inconsistent with the terms and conditions set forth in this Contract, the terms and conditions of this Contract shall govern and be given full force and effect.

1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

1.1.5 Certificates of Insurance, incorporated by reference

1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

1.1.7 All Required Licenses

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

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

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

Contractor: Nearpod, Inc.

Attn: Natali Barski-Meyman, Corporate Counsel
1855 Griffin Road, A290
Dania Beach, Florida 33004-2200

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

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 forgoing subsections 32.1-32.7.

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

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

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


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

(signature page follows)

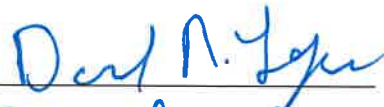
IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: 
Print name: Alexandra DeGirolamo

By: 
Neil M. O'Leary, Mayor

Sign: 
Print name: David N. Lepore

Date: 7/28/22

WITNESSES:

NEARPOD INC.

Sign: 
Print name: Natali Barski

By: Jose Carrera

Its: Jose Carrera CEO

Sign: 
Print name: Saradia Lehtinen

Date: 06 / 30 / 2022

ATTACHMENT A

1. The City's solicitation documents, RFP No. 7251 (attached hereto)
2. Nearpod Inc. revised price proposal dated June 2, 2022 (attached hereto)
3. Nearpod Inc. Response to RFP No. 7251 (attached hereto), including Nearpod's Terms and Conditions
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

TITLE	URGENT - Waterbury
FILE NAME	Professional Serv...INE Responses.pdf
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AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

06 / 29 / 2022
17:52:59 UTC-4

Sent for signature to Jose Carrera
(pep.carrera@nearpod.com), Saradia Lehtinen
(saradia.lehtinen@nearpod.com) and Natali Barski
(natalib@nearpod.com) from natalib@nearpod.com
IP: 73.244.154.10



VIEWED

06 / 29 / 2022
17:53:02 UTC-4

Viewed by Natali Barski (natalib@nearpod.com)
IP: 73.244.154.10



SIGNED

06 / 29 / 2022
17:53:19 UTC-4

Signed by Natali Barski (natalib@nearpod.com)
IP: 73.244.154.10



VIEWED

06 / 29 / 2022
18:17:34 UTC-4

Viewed by Jose Carrera (pep.carrera@nearpod.com)
IP: 73.0.57.161



VIEWED

06 / 30 / 2022
08:14:31 UTC-4

Viewed by Saradia Lehtinen (saradia.lehtinen@nearpod.com)
IP: 71.198.3.79

TITLE	URGENT - Waterbury
FILE NAME	Professional Serv...INE Responses.pdf
DOCUMENT ID	4ca7c8abbef5d4a25b6be94568f28f915ca24901
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SIGNED

06 / 30 / 2022

08:14:49 UTC-4

Signed by Saradia Lehtinen (saradia.lehtinen@nearpod.com)
IP: 71.198.3.79



SIGNED

06 / 30 / 2022

09:01:13 UTC-4

Signed by Jose Carrera (pep.carrera@nearpod.com)
IP: 73.0.57.161



COMPLETED

06 / 30 / 2022

09:01:13 UTC-4

The document has been completed.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

June 7, 2022

Natali Barski-Meyman
Nearpod Inc.
1855 Griffin Road, A290
Dania Beach, FL 33004-2200

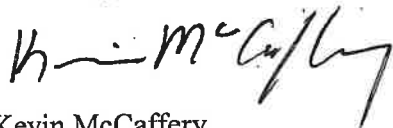
RFP# 7251
Project: Slides-Based Interactive Teaching and Formative Assessment System

Dear Ms. Barski-Meyman,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,


Kevin McCaffery
Director of Purchasing

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

Contract Recipient or Vendor Name: Nearpod Inc

Requesting Department: BOE

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

Description of work to be performed: Interactive slides program virtual training

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 7/21/22

Insurance Certificate Term: 03/01/2022 – 03/01/2023

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

Certificate Meets Insurance Specifications: Yes

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

Comments:

Approved: Yes

 7/21/22

Risk Manager or Authorized Designee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2022

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
Alternative Risk Resources, LLC
394 Williamstowne, Suite 101
Delafield WI 53018

CONTACT
NAME: Shelly Doolittle
PHONE (A/C, No, Ext): 262-754-9100 FAX (A/C, No): 262-754-9114
E-MAIL: sdoolittle@alriskresources.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich-American Ins. Co.

16535

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Nearpod Inc
Flocabulary Inc
1855 Griffin Road #A290
Dania FL 33004

RENAI-1

COVERAGES

CERTIFICATE NUMBER: 1266653987

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 <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO9809265	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP9809266	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	AUC 8624516	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 16,000,000 AGGREGATE \$ 16,000,000 \$
A	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	WC9809264	3/1/2022	3/1/2023	<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
A	Property			CPP4612917	1/1/2022	1/1/2023	Blanket B/E/E \$ 75,143,000 Included

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

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

CERTIFICATE HOLDER

CANCELLATION

The City Waterbury and its Board of Education
235 Grand Street
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

Shelly A. Doolittle

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Client#: 1635512

RENAIHOL1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2022

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

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


PRODUCER USI Insurance Services, LLC 8000 Norman Center Dr Ste 400 Bloomington, MN 55437 612 509-1001		CONTACT NAME: Dawn Lunde PHONE (A/C, No, Ext): 612 509-4220 FAX (A/C, No): 610-537-1954 E-MAIL ADDRESS: dawn.lunde@usi.com	
INSURED Nearpod 1855 Griffin Road, A290 Dania Beach, FL 33004-2200		INSURER(S) AFFORDING COVERAGE INSURER A: Syndicate 2823/823 at Lloyd's	NAIC # 99999
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP 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 DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Tech E&O/ Network Security		W24550210401	08/31/2021	08/31/2022	10,000,000 Ea Occ 10,000,000 Aggregate Retention: 100,000

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

CERTIFICATE HOLDER The City Waterbury and its Board of Education 235 Grand Street Waterbury, CT 06702	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Jerry Gay

Description of Project/Work/Services: Interactive Slides Program

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

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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


3/31/22

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date 7/18/2022

To: Jerry Gay- Contract Manager
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Nearpod, Inc.
Renaissance Learnin
Jose Carrera
Severine Vieux
1855 Griffin Road, A290
Dania Beach, FL 33004-2200

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

CORPORATE RESOLUTION

I, Neal Dittersdorf, hereby certify that I am the duly elected and acting Secretary of Nearpod Inc., a corporation organized and existing under the laws of the State of Delaware, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted via Unanimous Consent in Lieu of Special Meeting of the Board of Directors dated March 12, 2021.

"It hereby has been resolved that Jose Carrera and/or Severine Vieux are authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Nearpod corporation this 1st day of July, 2022.



Secretary

**REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
RFP #7251**

Department of Education – Academic Office

Slides-Based Interactive Teaching and Formative Assessment System

The City of Waterbury, Department of Education, is seeking a multi-year contract for a slides-based interactive teaching and formative assessment system.

This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021.

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency.

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

A listing of Federal Requirements and Representations that the Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7251 package.

A. Background and Intent

The Waterbury Public Schools is a large urban school district that services more than 18,000 students in grades PreK-12. The onset of the pandemic provided us with ample opportunity to create interactive blended learning for our students compatible with both in-person and online learning. As such, we are seeking a multi-year contract with an educational technology company who can provide a slides-based interactive teaching and formative assessment for use in our PREK-12 classrooms.

B. Qualifications

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP; must be able to provide proof of a contract and successful implementation with a similarly sized school district in the United States.

2. Experience in providing large-scale professional learning for staff via remote systems (such as Zoom or Google Meet) as well as on-going professional learning for staff.
3. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.
4. Must have signed, or be able to sign the Connecticut Student Data Privacy Pledge prior to implementation in the district.

C. Scope of Services

Proposals will need to include a three-year contract for a slides-based interactive teaching and formative assessment system that includes the following:

- Integration with Google Slides and PDFs (minimum - additional integrations preferred by not required)
- Ability to add formative assessment questions, specifically:
 - Multiple Choice
 - Open-Ended Responses
 - Polls
 - Drag and Drop
 - Drawing
 - Fill-In the Blanks
- Ability to add Interactive videos
- Ability to annotate slides/activities during a lesson
- Ability to Toggle between “live” and “student-paced” modes during a lesson
 - Ability to limit the number of slides that students can access in “student-paced” mode.
- Ability to add a co-teacher to a lesson
- Ability to see student responses in real time
- Ability to share student responses while hiding student names
- Ability to create Substitute Plans that can be shared outside of the district if necessary
- Access to post-session reports that allow teachers to see student responses and data as well as provide feedback to students
- Comprehensive library of pre-made lessons and activities that is searchable by topic, domain, and standard

Account Types & Abilities

- District Administrator
 - District-Wide User Management
 - District-Wide Usage Reports (including graphs, statistics, and post-session reports)
 - Ability to create and manage shared district libraries
- School Administrator
 - School-Based User Management
 - School-Based Usage Reports (including graphs, statistics, and post-session reports)
 - Ability to create and manage shared school libraries
- Teacher Accounts

- Ability to prevent students from launching or facilitating an activity without a teacher present
- Ability to add a co-teacher to a lesson
- Ability to see student responses in real time
- Student Account
 - Ability to change devices in the middle of a lesson and pick back up where they left off.
 - Ability to create their own lessons or activities to share with classmates
 - Ability to see past assignments and track work

Technical Requirements & Support

- Seamless integration into Google Meet and Google Classroom
- Google Chrome Extension
- Single-sign on compatible with Google
- Ability to access via mobile devices (tablets and smartphones)
- Dedicated technical support specialist

Professional Learning and System Roll-Out

- Professional learning for district technology integration staff, department supervisors, and school-based trainers in the form of “train the trainer” training to be completed by July 31, 2022.
- Professional learning specifically designed for the Supervisor of Technology for Teaching and Learning and a member of the Computer Technology Center to ensure all back end work is complete prior to roll-out to staff in August.
- System must be up and running for teachers to use no later than August 15, 2022. Appropriate support must be provided to ensure roll-out occurs on schedule.
- Dedicated customer support specialist to ensure appropriate roll-out

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2022 – June 30, 2025. There will be an option to extend the contract by a year up to two additional times.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an “A-” Best’s Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990

- (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet).
 3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on May 6, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by May 10, 2022, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the City of Waterbury Department of Education Academic Office.

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of **90** days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent,

representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **(1)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on May 18, 2022.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may

accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the

proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements NOT APPLICABLE

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

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

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. State DAS Requirements for Construction Projects

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

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

Five (5) Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

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

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

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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

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

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

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

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

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

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

State of _____

SS.: _____

County of _____

_____, being first duly
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**
of _____ (Contractor's Name), the
Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

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			
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

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

(Notary Public)
My Commission Expires: _____

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

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

State of _____)

) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

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

(Notary Public)
My Commission Expires: _____

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

"It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202_____.

Secretary

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

“It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____, LLC this _____ day of _____, 202__.

Manager/Member

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7251

For

Slides-Based Interactive Teaching and Formative Assessment System

between

The City of Waterbury, Connecticut

and

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 COMMUNITY HEALTH CENTER, INC., located at 635 Main Street, Middletown, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No.7251 for a three year contract for Slides-Based Interactive Teaching and Formative Assessment System with related materials, equipment, supplies and professional learning as those may apply; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7251; 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 a three year contract for Slides-Based Interactive Teaching and Formative Assessment System with related materials, equipment, supplies and professional learning as those may apply, which includes the following:

1. Integration with Google Slides and PDFs (minimum - additional integrations preferred by not required)
2. Ability to add formative assessment questions, specifically:
 - o Multiple Choice
 - o Open-Ended Responses
 - o Polls
 - o Drag and Drop
 - o Drawing
 - o Fill-In the Blanks
3. Ability to add Interactive videos
4. Ability to annotate slides/activities during a lesson
5. Ability to Toggle between “live” and “student-paced” modes during a lesson
6. Ability to limit the number of slides that students can access in “student-paced” mode.
7. Ability to add a co-teacher to a lesson
8. Ability to see student responses in real time
9. Ability to share student responses while hiding student names
10. Ability to create Substitute Plans that can be shared outside of the district if necessary
11. Access to post-session reports that allow teachers to see student responses and data as well as provide feedback to students
12. Comprehensive library of pre-made lessons and activities that is searchable by topic, domain, and standard
13. Professional learning

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 The City's solicitation documents, RFP No.7251 (attached hereto)
- 1.1.2 _____ Cost Schedule (attached hereto)
- 1.1.3 _____ Response to RFP No. 7251 (attached hereto)
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5 Certificates of Insurance, incorporated by reference
- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7 All Required Licenses

1.1.8 Required Contract Provisions ARPA Funded Projects

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 _____ Cost Schedule.

1.2.3 _____ Response to RFP No. 7251 (attached hereto)

1.2.4 The City's solicitation documents, RFP No. 7251.

1.2.5 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 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 _____ 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 commence July 1, 2022, pending all necessary approvals and terminate June 30, 2025, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("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.

INSERT COMPENSATION TERMS

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

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 for RFP No. 7251 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. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

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.

Additional Insured Language: The City of Waterbury and its Board of Education are listed as additional insured on all policies except Workers Compensation and Professional Liability. All policies shall include a waiver of subrogation.

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 Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the 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 all lines of coverage 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 of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its 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 Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

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

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

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

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. 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 subsection A, 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 **RFP No. 7251** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7251**.

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.

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

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

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

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

Contractor:

City: City of Waterbury
Department of Public Health
185 South Main Street, 3rd Floor
Waterbury, CT 06706

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

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

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

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of

advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime 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 forgoing subsections 32.1-32.7.

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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:

By: _____

Neil M. O'Leary, Mayor

Sign: _____

Print name:

Date: _____

WITNESSES:

Sign: _____

Print name:

By: _____

Its: _____

Sign: _____

Print name:

Date: _____

ATTACHMENT A

1. The City's solicitation documents, RFP No.7251 (attached hereto)
2. Cost Schedule (attached hereto)
3. Response to RFP No. 7251 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's

Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.

1.20 The Contractor shall protect all Whistleblowers as follows:

- a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____	4 _____
2 _____	5 _____
3 _____	6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____

By: _____
(Title)

Business Address: _____
(City, State, Zip Code)

Phone: _____

Email: _____

Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D

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

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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

City of Waterbury District-wide Pricing

List Price Year 1				Updated Discount Offer		
Product	Students	Nearpod List Price	List Price per Student	% Discount*	Discount Price	Per Student
Nearpod Premium Plus	19,000	\$105,640.00	\$5.56	37.05%	\$66,500.00	\$3.50
Flocabulary Plus	19,000	\$61,560.00	\$3.24	33.64%	\$40,850.00	\$2.15
Learnning Labs	19,000	\$25,650.00	\$1.35	85.93%	\$3,610.00	\$0.19
EL	19,000	\$37,620.00	\$1.98	36.87%	\$23,750.00	\$1.25
HPL	19,000	\$25,650.00	\$1.35	30.37%	\$17,860.00	\$0.94
PD	-	\$7,200.00	\$0.38	50.00%	\$3,600.00	\$0.19
TOTAL					\$156,170.00	
TOTAL PLUS PD					\$159,770.00	

3 Year Not Paid Up Front				Your Price		
Product	Students	Nearpod List Price	List Price per Student	% Discount*	Discount Price	Per Student
Year 1	19,000	\$263,320.00	\$13.86	40.69%	\$156,170.00	\$8.22
Year 2	19,000	\$273,980.00	\$14.42	39.12%	\$166,810.00	\$8.78
Year 3	19,000	\$284,620.00	\$14.98	37.65%	\$177,460.00	\$9.34
Optional Year	19,000	\$295,260.00	\$15.54	36.29%	\$188,100.00	\$9.90
Optional Year	19,000	\$305,900.00	\$16.10	35.03%	\$198,740.00	\$10.46
TOTAL					\$500,440.00	
TOTAL PLUS PD					\$504,040.00	

3 Year Paid Up Front				Your Price		
Product	Students	Nearpod List Price	List Price per Student per year	% Discount*	Discount Price	3 Year Per Student Total
3 years up front (Lock In Year 1)	19,000	\$789,960.00	\$13.86	40.69%	\$468,510.00	\$24.66
SUBTOTAL					\$468,510.00	
Additional Discount					-\$18,000.00	
Final Total					\$450,510.00	
TOTAL PLUS PD					\$454,110.00	

Optional Year	19,000	39.12%	\$166,820.00	\$8.78
Optional Year	19,000	37.65%	\$177,460.00	\$9.34

Jose Carrera

TITLE	URGENT: Revised Pricing for Waterbury
FILE NAME	Updated Waterbury Pricing Options.pdf
DOCUMENT ID	18eb27aae34d8f0786c3921797308a8edd9b498a
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	 Signed

Document History



SENT

06 / 02 / 2022
11:29:59 UTC-4

Sent for signature to Jose Carrera (pep.carrera@nearpod.com)
from natalib@nearpod.com
IP: 23.120.203.225



VIEWED

06 / 02 / 2022
12:27:44 UTC-4

Viewed by Jose Carrera (pep.carrera@nearpod.com)
IP: 23.82.142.199



SIGNED

06 / 02 / 2022
12:28:34 UTC-4

Signed by Jose Carrera (pep.carrera@nearpod.com)
IP: 23.82.142.199



COMPLETED

06 / 02 / 2022
12:28:34 UTC-4

The document has been completed.



THE CITY OF WATERBURY RFP #7251
Department of Education – Academic Office
Slides-Based Interactive Teaching and Formative Assessment System

Submitted by:

Contact: Natali Barski-Meyman
Title: Corporate Counsel
Address: 1855 Griffin Road, A290,
Dania Beach, FL 33004-2200
Phone: 305.677.5030 x 2268
Email: Vendorforms@nearpod.com

COST SCHEDULE

Below you will find pricing for a Districtwide implementation for districts in the enrollment band of 12,000-19,999 students. For a 3 year partnership paid all upfront we've included special pricing for RFP7251 that follows a discount schedule starting at a generous 30% in year 1 and reduces to 20% for the final two years. If not paid upfront the initial discount schedule will reduce by 10% in each subsequent year if invoiced annually.

Product Description: Nearpod Premium Plus, including unlimited access to: Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features; Nearpod Lesson Library with 15,000+ standards-aligned, interactive lessons, interactive videos, and activities featuring favorite educational brands. District features include larger class sizes, unlimited storage, School and District shared Libraries, Google Classroom integration, Student Accounts, Live Teacher Annotation, Co-Teaching, and more!

Product	Implementation Year	Discounted Cost Per Student
Nearpod Premium Plus	SY 2022-23 ▾	\$3.89
Nearpod Premium Plus	SY 2023-24 ▾	\$4.45
Nearpod Premium Plus	SY 2024-25 ▾	\$4.45
Nearpod Premium Plus	Optional Year ▾	\$5.00
Nearpod Premium Plus	Optional Year ▾	\$5.28

Recommended Professional Services for 3 year contract

Product	Description	Total
16 Online Trainings	Webinar: Up to 2-hour session with a Nearpod Trainer	\$7,200 (\$450 each)
2 Onsite Trainings	On-site trainer for up to 6-hours	\$5,000 (\$2,500 each)
2022-2025 Proposed Grand Total		\$230,220

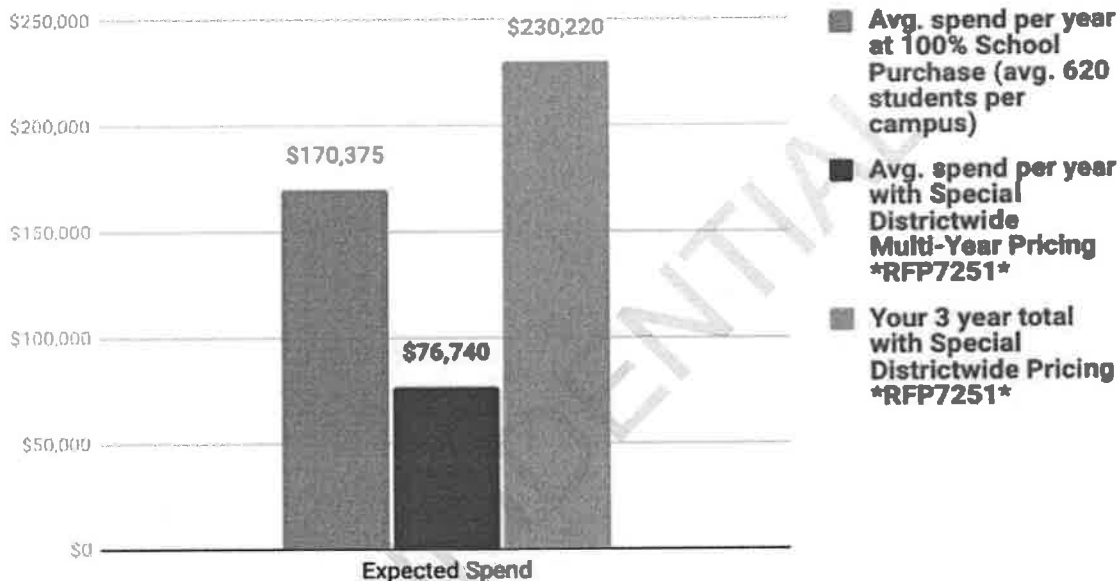
<i>Optional Product Add-Ons Referenced in Additional Data (30% Discount Applied)</i>		
<i>Product</i>	<i>Description</i>	<i>Discounted Cost Per Student</i>
<i>Flocabulary Plus by Nearpod</i>	A K-12 standards aligned vocabulary and comprehension program that leverages hip-hop	\$2.27
<i>Nearpod English Learner</i>	A K-12 solution for scaffolded access to rigorous, grade-level, learning experiences and language instruction	\$1.39
<i>Nearpod Historical Perspectives & Literacy</i>	A 6-12 solution for culturally relevant, inquiry-based Social Studies experiences, featuring resources from the Pulitzer Center and the Smithsonian Institute	\$0.94
<i>21st Century Program</i>	<i>A K-12 solution to embed social emotional learning, digital citizenship, and college & career readiness content into everyday instruction</i>	\$1.49
<i>Nearpod Math</i>	<i>A K-8 supplemental curricular resource with lessons and virtual manipulatives</i>	\$6.23
<i>Nearpod Learning Labs</i>	A professional development solution for experiential, expert-derived PD, featuring resources from trusted PD providers including the New Teacher Center and ISTE	\$0.19



City of Waterbury

Waterbury Partnership w/ Nearpod

District vs School Spend



Nearpod is poised to further support the City of Waterbury in:

- Providing **EXCLUSIVE PRICING** that saves the city even more on a district license
- Offering thousands of ready-to-teach, editable, standards-aligned lessons, activities, and videos
- Seamlessly integrating with Google Classroom and G-Suite
- Providing Waterbury with a dedicated Customer Success Manager to align your Nearpod implementation to district goals and
- Offering customized training based on district needs





THE CITY OF WATERBURY RFP #7251
Department of Education – Academic Office
Slides-Based Interactive Teaching and Formative Assessment System

Submitted by:

Contact: Natali Barski-Meyman

Title: Corporate Counsel

Address: 1855 Griffin Road, A290,

Dania Beach, FL 33004-2200

Phone: 305.677.5030 x 2268

Email: Vendorforms@nearpod.com

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Proposer Information:

Firm Name:

- Nearpod Inc.

Permanent main office address:

- 1855 Griffin Road, A290, Dania Beach, FL 33004-2200

Date firm organized:

- September 7, 2012

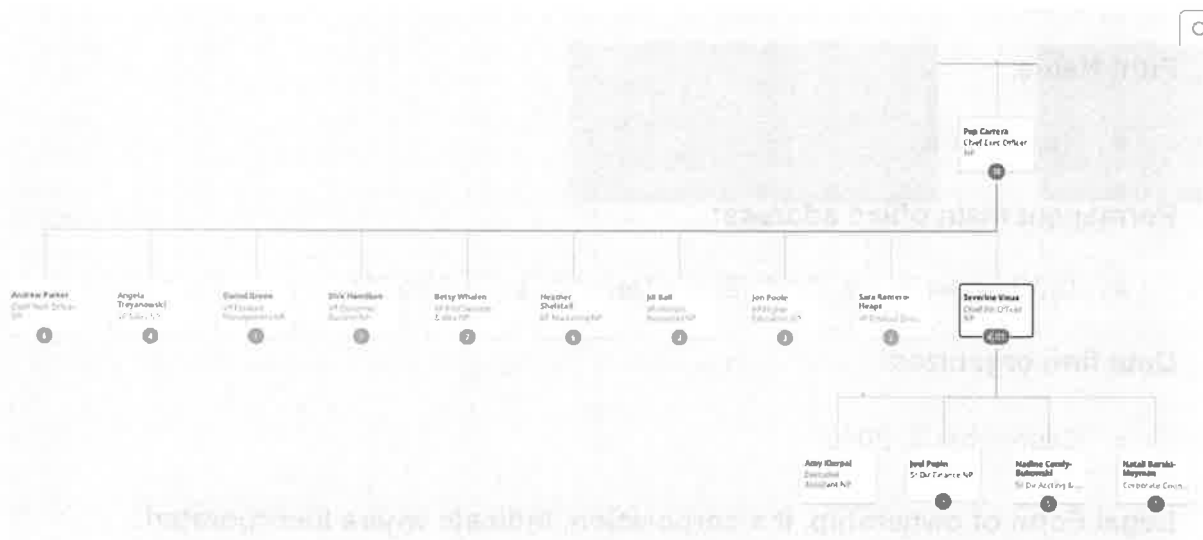
Legal Form of ownership. If a corporation, indicate where incorporated:

- Corporation, Delaware

How many years have you been engaged in services you provide under your present name?

- 9 years

Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers:



1. Jose “Pep” Carrera | Chief Executive Officer

Proven leader with deep experience leading SaaS companies in analytics, marketing, and education.

2. Severine Vieux | Chief Financial Officer

Experienced finance professional with a demonstrated history of working with PE-backed, SAAS companies. Skilled in Financial Accounting/Reporting, Human Resources, Auditing, Board Management, Budgeting and M&A transactions.

3. Andrew Parker | Chief Technology Officer

Senior engineering executive with extensive experience in scaling extremely high-growth SaaS companies, M&A, and building and operating very large-scale SaaS platforms. Specialties: Hypergrowth/Scaleup SaaS Companies, Organizational Leadership, Startups, M&A, Cloud, Scalability, Reliability, Performance, Software Engineering, DevOps. Extremely adept in scaling distributed systems and SaaS platforms to many billions of transactions a day and 99.999%+ uptime, across all disciplines including platform/software engineering, infrastructure, devops and SRE.

Experience, Expertise and Capabilities

Philosophy Statement and Business Focus:

We believe education is the path to a more equitable world. We know the best learning experiences are effective, engaging, and inclusive. Central to this, we know teachers are critical to students' learning and to their social and emotional well-being. This is why our core belief is to empower teachers, not replace them. Teaching is not just the most important job in the world, but also one of the hardest. And so our team of former teachers, engineers, product and content developers do everything they can to build products driven by teacher feedback and honor all student backgrounds and abilities.

Nearpod engages students while providing teachers with real-time learning insights no matter where learning takes place--be it at home, in the classroom, or in a hybrid setting. Teachers can incorporate interactive presentations, formative assessment, videos, audio, images, primary documents, websites, gamification, virtual simulations and more into a single lesson and deploy it all from one link. This allows educators to easily differentiate learning and meet individual students' needs. Teachers can also use real-time annotation during lessons to enhance student engagement. New lessons are constantly being added to the Nearpod library and existing lessons are frequently updated to reflect current events or classroom needs. All Nearpod's content is fully customizable so teachers can adapt it to their students' needs, or they can upload their existing lessons and make them interactive in minutes. Nearpod makes it easy for teachers to collaborate with one another, making it ideal for co-teaching environments. Nearpod also offers unlimited storage of lessons. Lessons are housed within libraries that can be shared both school and district wide.

Additionally, with Nearpod, one solution can be utilized by all grade levels, making implementation, and training easier, while reducing time and budget investments. Nearpod works on a variety of devices, including Chromebooks and Apple devices. Nearpod has partnered with many different platforms, including Microsoft Teams, to provide opportunities for asynchronous learning. Other platforms that easily integrate with Nearpod include, but are not limited to, YouTube and Flocabulary. Instruction through Nearpod is extremely versatile, offering teachers the opportunity to teach both synchronously and asynchronously. Student data easily integrates with Learning Management Systems such as Canvas, allowing teachers to quickly analyze student progress and achievement.

Summary of Relevant Experience.

Reference One:

Client Name:	Norwalk Public Schools
Address:	125 East Avenue Norwalk, Connecticut 06852
Services Provided:	Nearpod Premium Plus and 21st Century Readiness Program
Dates of Service:	~4 years
Contact Name & Title:	Ralph Valenzisi Assistant Superintendent for Digital Learning & Innovation
Phone No:	(203) 854-4039
Email Address:	valenzisir@norwalkps.org

Reference Two:

Client Name	Yonkers Public Schools
Address	One Larkin Center Yonkers, NY 10701
Services Provided:	Nearpod Premium Plus, Social Emotional Learning, English Learners, Digital Citizenship & Literacy, Historical Perspectives & Literacy, College & Career Readiness Programs.
Dates of Service:	~1 year
Contact Name & Title:	Dawn Bartz Executive Director of Social Studies, Instructional Technology & Digital Learning
Phone No:	(914) 376-8181
Email Address:	dbartz@yonkerspublicschools.org

Reference Three:

Client Name:	Perth Amboy Public Schools
Address	178 Barracks Street Perth Amboy, New Jersey 08861
Services Provided:	Nearpod Premium Plus, Nearpod for English Learners, and Digital Citizenship & Literacy
Dates of Service:	~ 5 years
Contact Name & Title:	Dr. Courtney Pepe Director of Instructional Technology
Phone No:	732-376-6200 ext. 30230
Email Address:	cpepe@paps.net

Reference Four:

Client Name:	Buffalo City School District
Address:	65 Niagara SQ RM 2201 Buffalo, New York 14202
Services Provided:	Nearpod Premium Plus, Social Emotional Learning, Digital Citizenship & Literacy, Historical Perspectives & Literacy and English Learners Premium Collections
Dates of Service:	~ 2 years
Contact Name & Title:	Sarah Edwards Supervisor of Instructional Technology
Phone No:	(716) 816-3561
Email Address:	sedwards@buffaloschools.org

Reference Five:

Client Name:	St. Mary's County Public Schools
Address:	23160 Moakley St.STE 109 Leonardtown, Maryland 20650
Services Provided:	Nearpod Premium Plus, Social Emotional Learning and Digital Citizenship & Literacy Premium Collections.
Dates of Service:	~ 1 year
Contact Name & Title:	Heather Wysokinski Supervisor of Library Media
Phone No:	(301) 475-5511
Email Address:	hmwysokinski@smcps.org

Current Waterbury Public Schools Nearpod Customers:

North End Middle School

Nearpod & Flocabulary

November 2020- Present

Sharell Herbert

534 Bucks Hill Rd.

Waterbury, Connecticut 6704

(203) 574-8224

Henry S Chase Elementary School

Nearpod and Flocabulary

January 2022 - Present

Lori Eldridge

40 Woodtick Rd.

Waterbury, Connecticut 06705

(203)574-8188

leldridge@waterbury.k12.ct.us

Current Waterbury Public Schools Nearpod Pilots:

Language Arts Department

Jennifer Sarja, Supervisor

(203) 574-8088

jennifer.sarja@waterbury.k12.ct.us

Social Studies Department

Veda Harris, Supervisor

(203)574-8044

Vharris@waterbury.k12.ct.us

Current Waterbury Public Schools Customers For Nearpod With Companion Platform Flocabulary:

Michael Wallace Middle School

Flocabulary

August 2021 - Present

Vincent Balsamo

3465 E. Main St.

Waterbury, Connecticut 06705

vbalsamo@waterbury.k12.ct.us

M M Generalie Elementary School

Flocabulary

May 2022 - Present

Kathy Daversa

3196 E. Main St.

Waterbury, Connecticut 06705

(203)574-8174

kdaversa@waterbury.k12.ct.us

West Side Middle School

Flocabulary

December 2021 - Present

Lori Ross

ross@waterbury.k12.ct.us

(203) 574-8120

483 Chase Pkwy

Waterbury, Connecticut 06708

Personnel Listing Qualifications

Vince Sbarra is a *Director of Customer Support* at Nearpod. Vince has spent time as a lead teacher and technology administrator in Baltimore City Public Schools, the 3rd largest school district in the state of Maryland. Through this experience he has developed a solid foundation for how teachers can implement technology for learning and the technical infrastructure necessary to support it. In his current role, Vince is responsible for the staffing, development, and supervision of the various customer facing teams within Support. The teams include Customer Support, Customer Activations, and Rostering Services. Throughout his tenure at Nearpod, Vince and his teams have redefined the majority of processes and workflow with Nearpod, and act as direct liaisons with various internal teams within the organization. The team's overarching goals include providing the very highest levels of end user support by meeting various SLA's as established by the organization, and delighting customers along the way. Vince has been in the EdTech industry for over 10 years in various roles within McGraw Hill Education, The Museum of Science, and Nearpod.

Erika Tepler is a *District Strategy Consultant* in our Professional Services department. Her role is to design and deliver interactive professional development that combine instructional best practices with the latest technology. Her goal is to ensure high quality product training and implementation from district leaders to school level personnel. Erika is bilingual and is a specialist in ELL pedagogy as well as technology integration. She has led professional development sessions in English and Spanish, both in person and virtually to groups as large as 900 participants. She has over a decade of experience in education. Prior to Nearpod she spent time as an instructional coach, an English Language Teacher, and department head in both the U.S. & Spain. She holds an M.A. in Education and a Certificate in Comprehensive Literacy.

Lindsay Plavchak is a *Senior Customer Success Manager* at Nearpod. In her role, she manages and supports large urban district partnerships in the Northeast region. More specifically, Lindsay partners with key district stakeholders to drive Nearpod onboarding, adoption, and continued usage of the Nearpod platform. Through collaboration with the district, Lindsay provides support, guidance, and implementation resources to ensure Nearpod aligns with district initiatives and meets and exceeds goals and expectations. Lindsay brings 10 years of experience in K-12 education to her role. Prior to Nearpod, Lindsay was a secondary science teacher in Prince George's County, Maryland, the 20th largest school district in the country. She later served as the NYC Program Director for the Network for Teaching Entrepreneurship, a global education non-profit organization. More recently, Lindsay was the Customer Success Manager at Playmada Games, an NYC-based edtech startup that built learning games for secondary science courses, where she supported teacher usage of the products,

created supplemental content resources, and designed and led professional development sessions

Kara Baker is an ***Account Executive*** in her role, she manages and supports district partnerships in the Northeast Region. More specifically, Kara partners with school and district administrators to evaluate Nearpod solutions. She has presented to hundreds of teachers and administrators across the country and has been tapped to attend conferences like the Association of Computer Technology Educators of Maine to lead workshops. Her presentations focus on how institutions can leverage tech to support their initiatives as it relates to boosting teacher best practices that influence student achievement. Through collaboration with school and district leaders, Kara provides support, guidance, and implementation resources to ensure Nearpod aligns with strategic district initiatives. Kara brings 10 years of experience in consultative partnership management to her role. Prior to Nearpod, Kara was an Account Executive at Aramark in their Corporate Business sector for the East Coast. In her free time she volunteers with Operation Impact- a non profit organization helping her community and schools. She plays a pivotal role in their campaign for Back to School in collecting over 2,000 backpacks and supplies as well as fundraising for their annual Holiday Toy Drive.

Danielle Baudendistel is a ***Sales Development Representative*** for the Northeast Region. In her role, she continuously educates districts and schools about Nearpod's offerings to help provide solutions to help guide differentiated teaching with improved student outcomes at the K-12 school levels. Danielle anticipates customer needs and adapts strategic plans in order to help schools and districts achieve beneficial long-term objectives and goals. Danielle holds a Masters in Forensic Science and brings 7 years of classroom experience as a former science curriculum coordinator and educator.

Conflict of Interest.

N/A

Career Summary:

Over thirty years professional experience with 25+ years designing, implementing and supporting technology-based solutions. Deep experience in aspects of technical staff and project management including budgeting, and resource allocation in both waterfall and agile environments. Demonstrated technical expertise identifying SaaS based solutions to meet client needs both directly and through successful vendor partnerships. A passionate educator with specific recent and relevant experience within educational technology in the non-profit and for-profit sectors.

Work Experience:

Nearpod

(2021 - present)

Director of Support

Lead a (remote) team of technical and educational professionals responsible for various post sale customer facing activities. Teams were organized into Customer Support, Activations/Licensing, and Rostering. Each team was supported by a team leader who managed the day-to-day operation of the team. Identify, evaluate, select, and contract all vendor partners for all outside technical engagements for the division

- Direct responsibility to staff, develop, and mentor the team leads for each area
- Manage and meet the SLA requirement for all inbound customer support questions inquiries from 3 inbound streams (email, chat, phone)
- Manage and meet the SLA for all licensing operations with respect to new customer onboarding, existing customer renewals, and final customer terminations
- Manage, train, develop, and mentor the rostering services team which took on responsibility to implement all automated rostering for both our flagship technical products.
- Design and implement all support processes to support the customer facing functions for the team both internally and externally
- Interface with parent organization (Renaissance Learning) when support initiatives were planned and implemented
- Act as liaison between support teams and engineering teams and product teams for outage escalation, product defect reporting, and escalation

Museum of Science

(2018 – 2021)

Director of Technology

Lead a (remote) team of technical and educational professionals in designing, building, implementing, and supporting digital curricula offerings for the organization. Direct oversight of the business systems used for lead gen, marketing, sales, e-commerce, order management, and reporting for over \$7M in annual curricula sales.

- Identify, evaluate, select, and contract all vendor partners for all outside technical engagements for the division
- Engineered a digital curriculum platform to support curriculum authoring, user administration, and curriculum access for educators
- Extensive involvement with LMS functionality, use case development, and UX for all end user facing pages

- Back end requirements developed for rostering district and school accounts, end user administration, account/password creation
- Developed a token-based passkey redemption process for all curricula offerings requiring end users to redeem passkeys for specific access. Multiple passkey types were identified, designed, and implemented to support business requirements
- Developed and maintained back end infrastructure for all marketing and sales websites for the division (Drupal 7 and Drupal 8)
- Developed, enhanced, and supported the e-commerce infrastructure for all online transactions including front end pages, backend order management integration, and credit card processing (Magento, auth.net)
- Partnership development has been a key component to delivery of technical projects as the museum has reduced staff by 65+% due to pandemic

McGraw-Hill Education

(2013 – 2018)

Sr. Engineer and Manager, Customer Success

- Partnered with various school districts nationally to design and deliver solutions in support of curriculum and assessment based MHE products
- Built relationships with senior district personnel in areas of Information Technology, Curriculum Development, and School Improvement
- Managed a team responsible for 13 states supporting RFP response generation, sales engineering, project implementation, and annual renewals worth over 20M
- Consulted with districts with respect to understanding a SaaS based architecture and various curricula delivery models to determine appropriate customized solutions(s)
- Represent and present on behalf of MHE at various technical and educational conferences including customer facing events
- Heavy emphasis on presentation skills and technical architecture design with respect to product delivery to meet customer requirements
- Led LMS division's 3 largest school district implementations with on time and under budget results

Baltimore City Public Schools

(2009 – 2013)

Elementary School Teacher

- Primary responsibilities include design and delivery of classroom instruction in an elementary school environment
- Subjects taught included math, reading, science, and social studies
- Experienced with 3rd, 4th, and 5th grade students in a departmentalized and general setting including grade level team leader for 2 academic years
- Active holder of SPC from MSDE in which certification was obtained through RTC and BCTR
- Delivered top MSA scores for my school during consecutive academic years
- Significant experience with classroom and school wide technology systems including Promethean, CSDL, CPS, PTG, SMS, ST Math, Study Island, First in Math and TSS.

Legg Mason / Stifel Nicolaus

(1999- 2008)

Market Data Manager, Asst. Vice President (LM)

Responsible for managing the technical delivery and SLA for all external firm data (30M annual spend). Specific products included pricing data, index data, security master data, and real time data feeds for end user applications.

- Managed external data products and projects across all LM affiliates and corporate offices
- Led teams of analysts working with all data products and solutions
- Managed all procurement operations (contract review, invoice processing, cost allocation)

- Managed technical delivery of data (design, engineering, support)
- Managed relationships with all external vendors
- Recruited, managed, and developed staff of 5
- Reduced annual spend by roughly \$5M during firm wide cost cutting project
- Strong vendor management presence and negotiation skills required

Chief Technology Officer, First Vice President (Stifel)

Responsible for all technology within Capital Markets Business unit. Specific businesses include Fixed Income trading, Equity Trading, Research, Investment Banking, and Syndicate.

- Responsible for design, implementation, operation, and support of all LAN, WAN, SAN, remote access and vendor connectivity to support real time trading environment
- Implemented and supported applications for all real time trading systems
- Ensured technical compliance for Change Management, software upgrades, and desktop standards
- Developed all real time interfaces on each platform. Interfaces include market data, backoffice, client frontends and execution points
- Designed new data center for business unit move to support high availability (co-located with St. Louis) and end user requirements
- Developed operational procedures for day to day operations of data center functions including DR, backup/recovery, maintenance and cleaning, and staff access
- Managed and supported internal technology located at the NYSE.
- Recruited, managed and developed staff of 12 - 15. Team members consisting of Project Leaders, Business Analysts, Developers, and Testers responsible for full life cycle development
- Developed reputation for delivering on time, under budget systems to satisfy the demanding needs of high-level business managers
- Manage multiple vendor relationships with respect to delivery, escalation, and SLA management with an annual spend of over 10M
- Enhanced IT relationship with business line directors with monthly technology review
- Reported directly to the Chief Operating Officer

Network Operations Manager (LM)

Responsible for all Operational aspects of infrastructure technology and support.

- Managed multiple teams with individual managers totaling of 35-40 staff members
- Managed the Help Desk, Network and Server Support, Desktop Support, and Application Support teams
- Managed the entire process from initial alerts, client communication, senior management escalation, and problem resolution, including change control
- Participated in the Change Management committee reviewing, analyzing and approving changes for all technology initiatives within the firm
- Participated in all key IT initiatives including but not limited to – move panning, space planning, capacity planning, data storage remote access, disaster recovery, and IT audits
- Understood complex technical environment consisting of 140 branches with 300 servers and over 5000 desktops. Heavy reliance on email, storage, and internet availability.
- Developed security policy and implementation strategy for the entire business unit including logical and physical access, application level monitoring, and user access levels
- Managed support for multiple trading floors located throughout the US as well as Geneva, Madrid, and London
- Promoted into role and reported directly to the Chief Technology Officer

Alex. Brown & Sons/Bankers Trust

(1996 – 1999)

Desktop and Application Solutions Manager, Vice President

Responsible for all desktop services across the Alex Brown business unit within Bankers Trust.

- Managed the delivery, support, and MAC process for 3000 desktops throughout headquarter and branch locations
- Recruited, managed, and developed 3 managed teams with total staff of 30
- Developed process for building PC's layered with applications to meet specific Alex. Brown business unit needs
- Led project to upgrade all PC hardware and software to ensure Y2K compliance

Trecom Consulting

(1994 – 1996)

Sr. Consultant

- Managed multiple client data center implementations
- Selected to be the senior onsite consultant leading a team through planning, design, and implementation of all data center services
- Reported directly to EVP for status and updating
- Project was completed 4 months early and resulted in significant client costs savings

Automated Concepts, Incorporated

(1991 – 1994)

MIS Director

- Designed and built Corporate and branch network of 5 regional locations
- Managed the implementation of a custom built recruiting application allowing regional offices to match client requirements and candidates from scanned in resumes
- Planned and designed entire organizations email system
- Established help desk for client troubleshooting and problem resolution
- Managed a staff of 3

Institutional Development Council

(1988 – 1991)

Assistant to MIS Manager

- Entry level position to assist MIS Manager on a variety of tasks
- Wrote application to track pledge amounts for each prospect within database
- Managed staff of 5 responsible for printing and mailing pledge requests

Education:

M.B.A., Monmouth University (1994)

B.S., Computer Science, University of Scranton (1988)

Other Areas of Interest:

United States Tennis Association (active current member)

Youth Sports (13+ years of baseball coaching and player development)

Harford Ballet Company (past member Board of Directors)

Erika Tepler

Consultant, Instructional Coach, Teacher

etepler@gmail.com · +1 207 751 9875 · 27 Hodgins St., Portland, ME 04103

SUMMARY

As a resourceful and naturally inquisitive leader, I seek novel challenges that force me to enhance and acquire new skills. Data-driven and adaptable to change, I enjoy fast-paced environments that require excellent analytical skills and creativity.

EXPERIENCE

District Strategy Consultant- Nearpod

2021-Present

- Design and deliver professional development combining best practices with the latest technology.
- Strategize product implementation through professional development with District leaders.
- Present engaging and interactive webinars to groups of up to 900 people.
- Developed and delivered the company's first Spanish language professional development sessions.
- Specialist in English Language Learner pedagogy and technology integration.

Instructional Coach- Lewiston Public Schools

2020-2021

- Design and deliver professional development for teachers and administrators.
- Coach teachers to improve student outcomes using best practices, data-driven instruction, and reflection.
- Analyze learning assessment data and make recommendations for student growth.
- Synthesize and manage learning assessment data to determine student placement and support instruction.
- Collaborate with stakeholders to address the needs of diverse learners with specialized support.

English Language Teacher- USA and Spain

2007-2019

Head of English Language Department

- Designed, implemented, and managed successful training programs in pedagogy and cultural awareness.
- Served on the Shared Leadership Team and District ELL Leadership Teams.
- Chaired Committee for Curriculum, Assessment, and Instruction to implement portfolio assessment.
- Managed department budget and teacher schedules. Successfully prepared for a state audit without errors.

English Language Teacher

- Taught multicultural EL students grades 6-12 in stand-alone and co-teaching settings.
- Developed teaching materials and yearly curriculum, enhancing learning concepts.
- Promoted student engagement through project-based learning.

EDUCATION

University of Maine

Maine

Certificate Program

2020-2021

Maine Partnerships in Comprehensive Literacy Coach

CUNY Hunter College School of Education

New York, New York

Master of the Arts in Education

2007-2009

Program: Teaching English to Speakers of Other Languages

George Washington University's Elliott School of International Affairs

Washington, DC

Bachelor of the Arts in International Affairs

2003-2007

Magna Cum Laude with Special Honors

SKILLS

Spanish C1, Project-Based Learning, Market Positioning, Strategic Planning, Intercultural Communication, Salesforce, Google Analytics, Facebook Ads, Copywriting, Content creating, Excel, Basic HTML & CSS,

Lindsay E. Plavchak

1330 Willow Avenue, Apt 520, Hoboken, NJ 07030 • leplavchak@gmail.com • 412-759-5090

PROFESSIONAL EXPERIENCE

Nearpod

Senior Customer Success Manager

June 2020 - Present

- Manage a portfolio of 45 district accounts in the Northeast region, totaling \$3.3M ARR
- Drive adoption, retention, and expansion of Nearpod & Flocabulary within the region by understanding customer needs, defining success criteria, and crafting and supporting custom implementation plans
- Cultivate, manage, and leverage key stakeholder relationships to build awareness across the entire district
- Develop a communication cadence with customers to monitor account health and deliver student learning outcomes

PlayMada Games, LLC

Senior Manager, Customer Success

December 2019 - June 2020

- Supported 5,000+ science educators through individual and school level subscriptions in the integration and use of our digital chemistry resources
- Developed and implemented an ongoing communication plan to support users through the customer lifecycle from onboarding to renewal
- Developed and led monthly in-person and virtual training and professional development sessions for educators

Manager, Science Content & Educator Outreach

March 2016 - December 2019

- Built, supported, and managed a growing network of product users (grade 6-college STEM educators) in successful integrating Collisions, our digital chemistry game, in the classroom
- Created and designed user guides, content materials, lesson plans and additional supplemental materials for users
- Created and conducted 12+ annual virtual and in-person professional development sessions & developed and led a high-touch professional development and product insight program serving 75 teachers annually
- Directly supported marketing efforts by representing company at STEM education exhibitions, facilitating workshops at several regional and national conferences, building marketing campaigns and social media ads
- Worked cross-functionally with the design team to gather customer input and coordinate product testing

Network for Teaching Entrepreneurship

Program Director, New York Metro

September 2014 - March 2016

- Directly managed a 4 person program team in executing and supporting NFTE's Entrepreneurship and STEM programs serving 2,500+ students, 40+ educators and 40+ middle and high school students annually
- Recruited and engaged new program sites to adopt and purchase the NFTE Entrepreneurship curriculum
- Oversaw the planning and delivery of 4 annual professional development trainings for NFTE educators, the placement of 350+ volunteers and the engagement of 20+ program alumni
- Developed programming budgets and fund allocations for all programs and over 10 annual program events

Program Manager, New York Metro

September 2013 - September 2014

- Managed a portfolio of 10 schools and 13 teachers in the implementation of NFTE's Entrepreneurship course by collecting data, creating teacher action plans, observing teachers, and leading professional development sessions
- Served as the volunteer and engagement manager through supporting the onboarding, training, retention, and placement of 250+ volunteers annually
- Planned and directed 10+ regional program events, including 3 large scale events with 200+ attendees

Teach for America, Washington DC Region

Secondary Science Teacher, Parkdale High School, Prince Georges' County, MD

September 2011 - June 2013

- Taught Biology, English as a Second Language (ESL) Biology and Environmental Science to 300+ students
- Collaborated with fellow teachers to increase student achievement and performance on state assessments by developing curricula to ensure alignment with county and state standards and increasing the student pass rate on the Biology High School Assessment for first time test takers from 52% (2011) to 70% (2012)

Lindsay E. Plavchak

1330 Willow Avenue, Apt 520, Hoboken, NJ 07030 • leplavchak@gmail.com • 412-759-5090

EDUCATION

University of Pittsburgh, Pittsburgh, PA

Bachelor of Science in Molecular Biology (Biochemistry Track)

- Minor: Chemistry
- Certificate: Conceptual Foundation of Medicine
- Concentration: Pre-medicine
- GPA: 3.84 Summa Cum Laude

General Assembly, New York, NY

Product Management Course

- Attended a 10-week, 20 class course on Product Management
- Learned product management best practices and created a roadmap, business model canvas, MVP, key metrics, personas, and wireframes for my own product idea

CERTIFICATIONS/HONORS/AWARDS

Certificate of Completion, Product Management at General Assembly (December 2016)

Certified Secondary Science Teacher, Maryland (September 2012)

Member, Phi Beta Kappa (inducted May 2011); Member, Omicron Delta Kappa (inducted January 2010)

Awardee, Departmental Honors for successful completion of undergraduate thesis: Characterizing the Involvement of ER Lumenal Molecular Chaperones in the Degradation of the Epithelial Sodium Channel (April 2011)

PUBLICATIONS AND PRESENTATIONS

Teresa M. Buck, Lindsay Plavchak, Ankita Roy, Bridget F. Donnelly, Ossama B. Kashlan, Thomas R. Kleyman, Arohan R. Subramany and Jeffrey L. Brodsky. The Lhs1/GRP170 chaperones facilitate the endoplasmic reticulum associated degradation of the epithelial sodium channel. J. Biol. Chem., May, 2013.

Playtesting and Prototyping Games for the Classroom: Putting Students and Teachers at the Center of Playful Learning. Edward Wang, Natasha Desai, Lindsay Plavchak. 2017 Games for Change Festival. August, 2017.

VOLUNTEER EXPERIENCE

Network for Teaching Entrepreneurship

College Access Coach

Fall 2017, Fall 2018

- Worked 1:1 with a NYC high school student through the college application process
- Read and edited application essays and personal statements

Groove With Me, Inc.

Ballet Instructor

September 2017 - June 2018

- Taught 1-hour weekly ballet classes to 15 7-9 year old girls in East Harlem

Kara Baker

bakerkara13@gmail.com Long Island, NY (717) 421-9702

Driven sales professional, polished and effective communicator with customers and colleagues. Flexible in a variety of work environments working with families, peers, and clients. Commended by sales managers in official reviews for determination, respectful communication, team building and consistency in meeting goals under increasing standards. **Searching for an environment where rewards are based on merit and performance.**

Professional Experience:

Nearpod- Account Executive

December 2020-Present

- Responsible for 650K yearly Quota in New England Territory
- trusted partner to schools & districts in New England Region to support in their evaluation of curriculum and technology resources
- Orchestrate conversations with school and district technology and curriculum decision makers to generate sales for Nearpod's B2B SaaS solution
- Leverage Salesforce.com to track pipeline and forecast projections to upper management

DGP Intl-Customer Support-Remote

March 2020-December 2020

- Develop strategic account plan to ensure customer satisfaction and maximize renewals
- Take responsibility for entire sales cycle, including: developing leads, qualifying and setting appointments, customizing programs, closing sales, upselling, generating referrals and continuing renewals
- Attend ongoing education conferences, learning sales skills, building rapport, effective communication styles

Meta New York-Master Makeup Artist/Instructor/Executive Assistant- NY Metro Area

August 2015-Present

- Develop curriculum and teach 20+ students on a weekly basis to foundational makeup skills
- Responsible for administration tasks ex: staffing, ordering, securing large cash on hand
- Spearheaded a major Fundraising Event that raised \$35K to support the organization EndAbuse4Good

Aramark Uniform Services-Account Executive/Account Manager-Long Island, New York

August 2015-March 2020

- Top Rookie of The Year in North East Region from across 15+ teams
- Consistently exceed quota, average 113% per quarter
 - Sold every line of business to the Largest Pharmaceutical Company in Long Island
- Recipient of Sales & Service Collaboration Award Four Consecutive Years
- Develop new business and expand pre-existing business while making 80+ cold calls daily
- Maintain integrity and relationship of account through entire sales cycle through regular visits and follow-ups

Aramark A2L Graduate:

Altria-Richmond, Virginia

April 2014-August 2015

Bank of New York Mellon-Pittsburgh, Pennsylvania

- Food Service Director of 12-30 employees and the training of HACCP standards
- Sole organizer of 15,000 piece dessert room
- Responsible for décor,marketing, recipe creation for a sustainable wellness account while responsible for ordering and inventory to meet budget constraints

Study Abroad Recruiter/Office Assistant, Johnson & Wales University, Providence, RI 2014

March 2013-May

- In addition to heavy credit load as a full-time J&W student, approached students on how to choose study abroad programs to benefit their academic needs, answering questions one-on-one, and preparing advertising events
- Lead organizer for annual Information Fair, duties including Student Activities, Catering, and Operations

Education and Certifications:

Johnson & Wales University, Providence, RI

September 2010-May 2014

Bachelor of Science in Baking and Pastry, Minor in Event Planning GPA 3.64

Ecole Nationale Supérieure de la Pâtisserie, Yssingeaux, France

Apicius International School of Hospitality, in Florence, Italy

- Food & Beverage Management Concentration, Event Management Concentration, Leadership Concentration
- Presidential Academic Scholarship (4 years)

OTHER SKILLS: Computer: Proficient knowledge of Microsoft Office Suite, Google Suite, and Salesforce

31115 Palm Song Place
WESLEY CHAPEL, FL 33545
(516) 330-5977
DANIELLEBAUDENDISTEL@GMAIL.COM

Danielle Baudendistel

Accomplished professional with 7+ years of experience and unique talents skilled in the development and implementation of several adaptive teaching methods while working in a cross-functional environment.

SKILLS

- Strategic Planning & Implementation
- Continuous Process Improvement
- Team Collaboration & Management
- Training Delivery & Development
- Organize & Manage Team Leadership
- Develop & Organize Curriculum
- Plan & Execute school objectives
- Superior communication skills in a cross-functional environment
- Build trusted relationships with learners, families, & school donors

EXPERIENCE

Nearpod - Sales Development Representative

December 2021 - Present

- Continuously educates districts and schools about Nearpod's products
- Helps assist with solutions to help guide response to intervention and differentiated teaching with improved student outcomes at the K-12 school levels
- Anticipates customer needs and adapts strategic plans in order to help schools and districts achieve long-term objectives and goals

Dr. Kiran C Patel High School – Science Instructor

June 2020 - December 2021

- Developed & executed an adaptive synchronous teaching method through Google classroom and Zoom in order to create a cohesive learning environment.
 - Coordinated and planned initiatives and lessons for effective project based learning in a cross-functional environment.
 - Led the deployment effort to deliver new e-learning protocols to faculty members, learners, and parents/guardians.

- Lead & manage the ongoing training of e-learning protocols throughout the high school community of new faculty members, learners, and parents/guardians.
- Strategically planned & implemented the study tools that learners would use to prepare for the Florida State Science Biology Assessment resulting in scores ranked 2nd best across the state of Florida.
- Encourage Team Collaboration by establishing a structured monthly department team meeting to maintain curriculum alignment among faculty.
- Recognized as an employee of an A-Grade school by Florida's governor.

Freedom High School, Hillsborough County Public Schools – Science Instructor

January 2016 - June 2020

- Developed & implemented the Forensic Science curriculum for the seventh largest school district in the state of Florida.
 - Successfully certified science faculty across the district in the new curriculum including relevant teaching techniques and best practices.
- Calculated deadlines to ensure Florida State Standards were met across classrooms.
- Facilitated meetings for the science department to ensure staff was teaching on the county course timeline.
- Managed team collaboration through well organized and structured department meetings.

Pinellas County Forensic Laboratory – Toxicologist Intern

June 2015 - November 2015

- Determined the rate of retention times and limit of detections for the 60 most popular drugs that were seen at the Pinellas County Forensic Laboratory based on the new SWG/TOX documentation that was a new requirement for accreditation purposes in the state of Florida.
- Improved the minimum standards of practice for validating analytical methods being utilized across the laboratory.
- Ensured and renewed the accreditation of the lab by the American Society of Crime Laboratory Directors Laboratory Accreditation Board.

Insight Wellness Center – Personal Assistant

Nov 2014 - May 2015

- Developed a new electronic scheduling system for the doctors at the practice that increased the accuracy of scheduling appointment types and times.
- Organized all patient files and other various paperwork.

- Billed & filed insurance claims for doctors.

EDUCATION

Florida International University – Professional Science Masters in Forensic Science

May 2015 - Dec 2016, Miami, FL

Graduated Summa cum laude with a 4.0 GPA.

University of South Florida– Biomedical Sciences, B.S.

August 2011 - May 2015, Tampa, FL

Graduated Magna cum laude with a 3.72 GPA.

Statement of Qualifications and Work Plan

Qualifications:

Nearpod offers an interactive, instructional platform that merges formative assessment and dynamic media for live and self-paced learning experiences, both inside and outside of the classroom. Nearpod combines multiple solutions into one streamlined platform, allowing teachers to simplify lesson creation, and bringing rich, standards-aligned content into the classroom that's engaging, interactive and elevates student voice and creativity. As a result, engagement has grown exponentially since its launch in 2012; 1.2 million educators rely on Nearpod, with users from over 75% of K-12 US public schools. In 2020, students interacted with our platform 1.5 billion times across 19.5 million lessons taught.

Through a series of independent research studies on the tools impact on teaching and learning, Nearpod has demonstrated Level 2 "Moderate Evidence" of ESSA requirements and can be implemented with fidelity using Title I-IV funding.

Findings from 12 published studies demonstrated the following outcomes:

- Teachers are empowered when building & delivering Nearpod lessons
- Nearpod provides better experiences for learning than traditional instruction
- Nearpod increases student motivation, curiosity, & interest
- Nearpod scaffolds opportunities for students to make authentic connections

Findings from respondents via an internal survey of our user base delivered the following results:

- 82% of teachers found Nearpod content easy-to-use and highly engaging
- 90% of teachers report Nearpod increases the amount of hands-on, minds-on learning in their classroom
- 90% of teachers report Nearpod allows them to reinforce and expand on their typical lesson content
- 100% of teachers report Nearpod expands their approach to evaluating student performance

Work Plan.

As a district customer, Nearpod will assign a regional dedicated Customer Success Manager (CSM), who will be the primary day to day contact for Nearpod onboarding and implementation. The Nearpod CSM will work to establish a regular cadence for meeting with district stakeholders and/or implementation contacts. The purpose for these meetings is to discuss usage, share product updates, and review progress of agreed upon goals from the Annual Success Plan. Users with Nearpod administrator

access are able to review high level usage from their Nearpod account. However, upon request, the CSM can provide additional detailed metrics based on District's needs and historical data. In addition, the CSM may also collaborate with the Nearpod Professional **Services team to develop, schedule, and lead the City of Waterbury professional development sessions for staff.**

Examples of additional meetings between Nearpod and the City of Waterbury monitoring meetings could include:

- Onboarding/Implementation Meeting to identify key goals and objectives for the year
- Mid Year Account Review including collaboration with the Account Executive
- Professional Development planning sessions in collaboration with Professional Services team to execute "train the trainer" sessions
- Monthly Newsletter
- Supporting staff through product certification courses and badging to join a community of thousands of credentialed Nearpod Certified Educators worldwide
- Renewal Outreach and end of year meeting to recap fidelity to implementation plan
- Negotiation and PO Collection
- Annual Success Plan (Yr 2+)

Nearpod Customer Support can provide assistance with any technical issues via phone (1-855-632-7763) and email(support@nearpod.com). Nearpod Customer Support is available by email and live chat from 8AM to 8PM Eastern Standard, Monday to Friday except U.S. holidays. Additionally, Community support (<https://www.facebook.com/groups/nearpod>) is available to all educators and is the fastest way to get in touch. Finally, users are able to visit our Resources Hub (<https://nearpod.com/resources>) for webinars, how-to videos, and more.

Personnel Supporting the Work Plan

1. Danielle Baudendistel - Sales Development Representative

a. Uses her analytical approach and science background to effectively guide teachers and school leaders on how they can educate themselves and make the most out of Nearpod resources.

2. Kara Baker - Account Executive

a. Handles each request for a quote or product demonstration. Works directly with the customer during the entire purchasing process to ensure effective collaboration and communication pre and post implementation.

3. Lindsay Plavchak - Customer Success Manager

a. Responsible for on-boarding and getting services turned on. Will set up a schedule for recurring meetings to discuss training needs, ensure implementation is going smoothly and be a customer liaison.

4. Erika Tepler - District Strategy Consultant

a. Works with district personnel as a thought leader and partner to design as well as deliver purchased professional development sessions to the customers desired specifications.

5. Vince Sbarra - Director of Customer Support

a. Available to answer support questions for all clients and users of the products purchased.

Communication process with Waterbury and its members:

- Inbound messages are received by our Sales Development team and then filtered to the Regional Sales Manager, Account Executive, or Customer Success Manager depending on the request.
- The Account Executive will handle all accounts in Connecticut. Multiple Customer Success Managers will work with Connecticut accounts depending on the size of the district/school.
- Marketing and our Sales Development Representative will be responsible for the communication process.
- Main communication is emails, phone calls, and video conferences. Our team strives to respond to incoming request within 1 business day.

Standard delivery time for products/services after receipt of purchase order:

- 3-7 business days
- Contract vendor training of staff assigned to specifically administer, sell products or services, or monitor duties and processes under an awarded Waterbury contract:
- Our set team will review the Waterbury contract and ensure that the team understands the contract and is prepared to execute it.
 - In our Connecticut team meetings, we will review new customers under the contract and ensure that we are following the contract.

Services Expected of the City.

To support a successful product onboarding and multi-year implementation, the Nearpod team recommends involving district level contacts from the IT and Curriculum & Instruction departments. At a minimum, the Nearpod team will meet with these departments quarterly with the option to meet monthly, based on district preferences.

Technical Requirements

Here are the suggested technical requirements for supporting Nearpod:

- We recommend hardware equipment supporting 802.11 N and AC
- Minimum WiFi requirement is equipment supporting 802.11 G
- When setting up proxy rules, please consider that domains used by Nearpod (nearpod.com, nearpod.s3, amazonaws.com, s3.amazonaws.com, cloudfront.net) may change IPs.
- We suggest that the proxy server has at least 4GB of RAM on a dual core processor.
- Nearpod supports unauthenticated proxies that are configured by the operating system and also supports DNS-based & DHCP distribution of PAC files.
- Regarding the connection speed, a proxy with cache enabled can increase download speeds by more than 70%. Usually, a connection of 5Mb, 10Mb or 20Mb (megabit per second) can download 10 lessons simultaneously in less than 3, 1.20 or 0.40 minutes respectively.

Device compatibility

For optimal performance, we recommend using the most up-to-date version of any operating system, browser, and app.

Currently, Nearpod supports a wide variety of devices through our applications and web browsers. These include, but are not limited to --

- All computers capable of using the latest iteration of the Google Chrome web browser.
- iOS devices (iPhones, iPads, iPod touch) running iOS version 13.0 or newer.
- Mac OS devices using OS 10 or newer with Safari browser

- Android **handheld** devices running version 5.0 or newer (recommended 6.0 for Google play store app)
- Chromebooks running the latest version of Chrome OS

We always recommend using the latest version of the application available for your device.

While these devices are guaranteed to work, many others can be used with their built-in web browsers such as Kindle Fires and Android devices running builds older than 5.0.

If you have specific questions about device compatibility please don't hesitate to reach out to our support team via support@nearpod.com

***Please note that the VR and 3d image capabilities (in terms of full functionality) are limited to the latest builds of the application on the newest versions of iOS. Most devices can still view the Virtual field trip images by panning with touch input.

Network connection tips

Network connection requirements

While we do not require any particular network type to access Nearpod, we recommend using the latest networking hardware available that has the capabilities to support the needed concurrent connections. Typically, 100 - 250kbps is a recommended minimum per student accessing the platform at one time.

Additionally, if you are exceeding the number of simultaneous connections for the access point, that can severely impact the response time of the Nearpod system and can sometimes result in a disconnect from the lesson.

Some other things to note regarding your Network

Content services go directly to Amazon Cloudfront CDN and do not pass through Nearpod's servers. If there is a problem here, there are two possibilities:

- 1) Amazon is down (possible but unlikely)
 - 2) Software in the school network prevents Nearpod to reach the Amazon servers
- Most often, the answer is option #2. Talk to your School IT Department to verify that they are not blocking any traffic to Amazon's Cloudfront CDN.

Verify that Nearpod works in a network outside your school

On your phone, make sure that you are not connected to the school's WIFI network. Use 4G/LTE on your carrier's network instead. The easiest way to do this is to disable your phone's WIFI. You can disable WIFI by going to iOS settings -> WIFI -> OFF. This will default your phone to your carrier's internet connection.

Open Nearpod and try to join a lesson (e.g. enter the CODE "MAGIC"). If Nearpod works, then the problem is on the school network trying to reach Nearpod servers. Talk to your School IT Department to verify that they are not blocking any traffic.

Check for iOS apps restrictions

Some schools have specific restriction policies to iPads/iPhones apps, assuming they will only be used by students. If the problem is that the iPad app will not work, but the web app [app.nearpod.com] does, there may be something blocking iOS apps. In this instance, it would be best to speak to your School's IT technician or department to verify that they are not blocking any traffic.

Teacher vs Student networks

Confirm that the teacher's device and the students' devices are connected to the same network. Sometimes, schools provide one network for teachers and another one for students with different permissions and settings. Therefore the teacher app may work while students won't.

Cost Schedule.

Please see a separate envelope marked "Confidential: Cost Proposal".

Information Regarding: Failure to Complete Work, Default and Litigation

1. Have you ever failed to complete any work awarded to you? If so, where and why?
 - No
2. Have you ever defaulted on a contract? If so, where and why?
 - No
3. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
 - No
4. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
 - No
5. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - No
6. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - No
7. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
 - No

Exceptions and Alternatives

Please see attached redlines.

**REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
RFP #7251**

**Department of Education – Academic Office
Slides-Based Interactive Teaching and Formative Assessment System**

The City of Waterbury, Department of Education, is seeking a multi-year contract for a slides-based interactive teaching and formative assessment system.

This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021.

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

A listing of Federal Requirements and Representations that the Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7251 package.

A. Background and Intent

The Waterbury Public Schools is a large urban school district that services more than 18,000 students in grades PreK-12. The onset of the pandemic provided us with ample opportunity to create interactive blended learning for our students compatible with both in-person and online learning. As such, we are seeking a multi-year contract with an educational technology company who can provide a slides-based interactive teaching and formative assessment for use in our PREK-12 classrooms.

B. Qualifications

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP; must be able to provide proof of a contract and successful implementation with a similarly sized school district in the United States.
2. Experience in providing large-scale professional learning for staff via remote systems (such as Zoom or Google Meet) as well as on-going professional learning for staff.
3. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.
4. Must have signed, or be able to sign the Connecticut Student Data Privacy Pledge prior to implementation in the district.

C. Scope of Services

Proposals will need to include a three-year contract for a slides-based interactive teaching and formative assessment system that includes the following:

- Integration with Google Slides and PDFs (minimum - additional integrations preferred by not required)
- Ability to add formative assessment questions, specifically:
 - Multiple Choice
 - Open-Ended Responses
 - Polls
 - Drag and Drop
 - Drawing
 - Fill-In the Blanks
- Ability to add Interactive videos
- Ability to annotate slides/activities during a lesson
- Ability to Toggle between “live” and “student-paced” modes during a lesson
 - Ability to limit the number of slides that students can access in “student-paced” mode. - *Yes, but not per lesson, available at lesson level only.
- Ability to add a co-teacher to a lesson
- Ability to see student responses in real time
- Ability to share student responses while hiding student names
- Ability to create Substitute Plans that can be shared outside of the district if necessary
- Access to post-session reports that allow teachers to see student responses and data as well as provide feedback to students

- Comprehensive library of pre-made lessons and activities that is searchable by topic, domain, and standard



Criteria Met.

Account Types & Abilities

- District Administrator
 - District-Wide User Management
 - District-Wide Usage Reports (including graphs, statistics, and post-session reports)
 - Ability to create and manage shared district libraries
- School Administrator
 - School-Based User Management
 - School-Based Usage Reports (including graphs, statistics, and post-session reports)
 - Ability to create and manage shared school libraries
- Teacher Accounts
 - Ability to prevent students from launching or facilitating an activity without a teacher present
 - Ability to add a co-teacher to a lesson
 - Ability to see student responses in real time
- Student Account
 - Ability to change devices in the middle of a lesson and pick back up where they left off.
 - Ability to create their own lessons or activities to share with classmates
 - Ability to see past assignments and track work



Criteria Met.

Technical Requirements & Support

- Seamless integration into Google Meet and Google Classroom
Nearpod integrates with Google Classroom, but does not integrate with Google Meet at this time.
- Google Chrome Extension
Nearpod has its own extension that allows users to integrate their Google docs (slides) into Nearpod lessons.
- Single-sign on compatible with Google
Yes, Nearpod is SSO compatible with a user's Google account.
- Ability to access via mobile devices (tablets and smartphones)
Yes, Nearpod can be used on any internet connected mobile device, tablet, or smartphone.
- Dedicated technical support specialist
Yes, we have a dedicated support team available for all your technical, account, and activations/licensing needs.

Professional Learning and System Roll-Out

- Professional learning for district technology integration staff, department supervisors, and school-based trainers in the form of “train the trainer” training to be completed by July 31, 2022.
- Professional learning specifically designed for the Supervisor of Technology for Teaching and Learning and a member of the Computer Technology Center to ensure all back end work is complete prior to roll-out to staff in August.
- System must be up and running for teachers to use no later than August 15, 2022. Appropriate support must be provided to ensure roll-out occurs on schedule.
- Dedicated customer support specialist to ensure appropriate roll-out

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2022 – June 30, 2025. There will be an option to extend the contract by a year up to two additional times.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an “A-” Best’s Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received by **2:00 PM on May 6, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of

Waterbury ProcureWare website by **May 10, 2022, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the City of Waterbury Department of Education Academic Office.

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of **90** days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and

replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

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

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

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

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

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

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

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

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

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties.

The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **(1)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on May 18, 2022**.

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?

f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

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

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and

alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

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

2. Selection Process

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

K. Rights Reserved To The City

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

omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements NOT APPLICABLE

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

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

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

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In

addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid. The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

Additional Data

Descriptions of specific value-added services that may be purchased as optional a la carte add-ons. 1 year pricing shared on cost schedule:

Optional Nearpod Collections & Companion Platform:

To further activate curriculum initiatives, boost implementation for all educators, and help districts save by consolidating, Nearpod offers additional supplemental content program packages available with district licenses to support the whole learner.

Including:

Flocabulary Plus by Nearpod: A companion platform that provides students with Tier 2 and Tier 3 vocabulary exposures. Teachers increase vocabulary exposures with 650+ K-12 standards-aligned hip-hop videos and supporting activities with varying levels of complexity to support deep understanding and mastery of terms. Platform can be used as a complete stand alone, and has product integration with the Nearpod platform.

Nearpod Math Program (K-8) Nearpod Math: powered by Nearpod's Premium Plus, is a K-8 supplemental curricular resource. Nearpod Math fills the existing gap between supplemental content, instructional resources, and tools organized all in one platform. 5,000+ new standards aligned lessons, videos, and practice activities, exclusive virtual manipulatives and more.

Nearpod 21st Century Program (K-12): A comprehensive K-12 program comprising Social Emotional Learning, Digital Citizenship & Literacy, and College & Career Exploration content to prepare every student for success in and out of the classroom in our connected world. This curated content helps any educator teach 21st Century skills in a holistic and manageable way no matter their subject expertise to satisfy multiple state and district requirements for supporting the whole child.

- ***K-12 Social and Emotional Learning:*** Nearpod for Social & Emotional learning is a K- 12 collection of 225+ lessons for whole-child development of skills students need for life in and beyond school. Built from CASEL's core competencies, lessons help build positive, safe, and empowering school climates and learning environments with lessons that facilitate student development of SEL competencies. SEL lessons were built in partnership with Common Sense

Education and Calm. This supplemental curriculum covers lifelong learning strategies for goal setting and time management and growth mindset lessons are available for persisting, thinking flexibly, and more.

- ***Nearpod's Digital Citizenship & Literacy:*** is a K-12 solution featuring over 250 lessons to support instruction in computer science including digital citizenship, coding & computational thinking, applications of technology, and media literacy. We believe technology education is most effective when it is taught in the context of problems that students care about, enjoy, and can relate to. This cross-curricular approach not only ensures students develop the technical skills needed to open STEM opportunities but also helps students identify their passions and become civically engaged. Lessons meet standards for Common Core ELA, CASEL, AASL, and ISTE as well as state-level digital citizenship and literacy/coding & computational thinking standards. Lessons are modeled from Gradual Release of Responsibility and Guided Inquiry instructional frameworks. The Collection features:
 - Industry-leading content partners: Common Sense Education, Typesy, and Code Monkey.
 - Coding languages covered: HTML, CSS, JavaScript, Codemonkey beginner's language (Coffeescript)
 - Computational thinking skills: decomposition, pattern recognition, abstraction, developing models, algorithmic design, troubleshooting and more
 - Other technology skills: UX design, image editing, machine learning, analyzing data, computer basics, file management, slide design, 3D printing, and more.
- ***K-12 College & Career Exploration:*** Nearpod for College and Career Exploration learning is a K- 12 supplemental curriculum designed to increase access and exposure to college and career opportunities. CCE offers 180+ lessons that help students make informed decisions about their futures and develop decision-making skills. This collection meets both state and national career pathway requirements for college and career readiness. Students will be fully immersed in virtual field trips, allowing them to explore different career paths as well as college environments using innovative technology. Lessons are designed to instill positive learning habits and create a culture of success while encouraging independent exploration. College preparation skills will help students prepare for campus life, SAT/ACT testing, understanding student loans, and financial literacy.

Nearpod For English Learners Program (K-12): A K-12 program for scaffolded access to rigorous, grade-level, learning experiences and language instruction, featuring resources from trusted educational partners. Featuring language scaffolds and supports embedded into 4,000+ interactive lessons, videos, and activities, Enhanced navigation, and content organization; real time insights from 20+ formative assessment features to intervene in the moment.

Nearpod Learning Labs: 60+ Curated professional development workshops built in partnership with top thought-leaders in education and delivered through Nearpod's signature platform. Workshops have a variety of topics, such as Balanced Literacy, Creating Equitable Classrooms, Cultural Influences, ELs and Vocabulary, Restorative Practices, Social and Emotional Learning, Teaching with Tech, and more.

6-12 Historical Perspectives and Literacy: This supplemental curriculum brings culturally relevant, media rich, inquiry based Social Studies experiences into the classroom with 260+ lessons built with resources from the Pulitzer Center and the Smithsonian Institute. HPL prepares students to evaluate rigorous informational and historical texts with explicit literacy instruction and understand diverse viewpoints.

Value Add Content Integration

About twenty Waterbury schools use an inquiry based math practice solution called Freckle that adapts to a students ability and delivers insights to teachers. Nearpod has a content integration with this platform that equips teachers with ready-made lessons to do the whole group and individual instruction necessary after analyzing student performance data. This pairing will further enhance data driven instruction and engagement in math classrooms throughout the district. This content will be available to all educators in the standard Nearpod Premium Plus license.

Search

- ☐ Lessons ☐ Activities
☐ Videos

Standards

Select a Standard or State ▾

Subjects











- ☐ World Languages
☐ English Language Arts
☐ Math
☐ Science
☐ Social Studies
☐ Technology and Computer Science
☐ Other

Grades

Nearpod Library

freckle

Showing results for "freckle" x

 Math Freckle	Grade(s) 4	 Math Freckle	Grade(s) 5	 Math Freckle	Grade(s) 4
<div> <div> Cross-Country Roadtrip Rounding: Part 2 </div>  </div> <div>   </div>					
<div> <div> Opening a Pizza Shop Operations on Decimals: Part 3 </div>  </div> <div>   </div>					
<div> <div> Cross-Country Roadtrip Rounding: Part 1 </div>  </div> <div>   </div>					
 Math Freckle	Grade(s) 5	 Math Freckle	Grade(s) 4	 Math Freckle	Grade(s) 5

ATTACHMENT A



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)

B. Purchase Order(s).**No Purchase Order(s) with the City**☐

North End Middle School		Nearpod
North End Middle School		Nearpod

(Service or Commodity Covered by Purchase Order)

11//12/2021

(Date of Purchase Order)

North End Middle School		Flocabulary
North End Middle School		Flocabulary

(Service or Commodity Covered by Purchase Order)

99/15/2021

(Date of Purchase Order)

Michael Wallace Middle School		Flocabulary
Michael Wallace Middle School		Flocabulary

(Service or Commodity Covered by Purchase Order)

8/16/2021

(Date of Purchase Order)

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.

Nearpod Inc.

(Name of Company, if applicable)

Jose Carrera

Signature of Individual (or Authorized Signatory)

5/13/2022

Date

Jose Carrera | Chief Executive Officer

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Nearpod Inc
1855 Griffin Road, A290,
Dania Beach, FL 33004-2200

Print Name and Title of Authorized Representative:

Jose Carrera | Chief Executive Officer

Signature of Authorized Representative:

Jose Carrera

Date: 5/13/2022

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 Florida

SS.: _____

County of BROWARD

Jose Carrera

_____, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** _____ of Nearpod 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):

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

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

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

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 Jose Carrera	C.E.O			
2 Severine Vieux	C.F.O.			
3 Andrew Parker	C.T.O			
4		Renaissance Learnin . nc.		

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		Wallace Middle School	Flocabulary Site License	
2		North End Middle School	Nearpod Premium Plus	
3		North End Middle School	Flocabulary Site License	
4		Wallace Middle School	Flocabulary Site License	

(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		n/a
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 Jose Carrera	C.E.O.		
2 Severine ieux	C.F.O.		
3 Andre Parker	C. .O.		
4 Renaissance Learning, Inc.			

(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		n/a		
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	n/a	
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

n/a

Name of Partnership/Business

by:

Name of General Partner/ Sole Proprietor

Address of Business

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

State of FLORIDA)

) SS

County of POLK)

Jose Carrera being duly sworn,

Deposes and says that he/she is C.E.O. of Nearpod 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 13 day of May 2022.

Laika Sanchez

(Notary Public)

My Commission Expires: September 14, 2024

For Corporation

Jose Carrera

Witness

Jose Carrera

Name of Corporate Signatory
1855 Griffin Road, A290,
Dania Beach, FL 33004-2200
Address of Business



Affix
Corporate
Seal

By: Jose Carrera
Name of Authorized Corporate Officer

Its: Chief Executive Officer
Title

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

State of FLORIDA)

) SS

County of POLK)

Jose Carrera

being duly sworn,

deposes and says that he/she is Chief Executive Officer of Nearpod 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 13 day of May, 2022.

Laika Sanchez

(Notary Public)

My Commission Expires: September 14, 2024



Jose Carrera

Jose Carrera C.E.O.
05/13/2022

NEARPOD INC.

CERTIFICATE OF INCUMBENCY

I, Daniel R. Zimmermann, hereby certify that I am the duly qualified and acting Legal Counsel of Nearpod Inc, a Delaware corporation (the "**Corporation**"), and that as such I am authorized to execute this certificate on behalf of the Corporation, and I hereby certify as follows as of June 17, 2020:

1. The following named persons are officers of the Corporation and on the date of this Certificate are duly elected, qualified and acting as such and hold the respective offices below set forth opposite their names:

<u>Name</u>	<u>Title</u>
Jose Carrera	Chief Executive Officer
Severine Vieux	Chief Financial Officer

2. Mr. Carrera and Ms. Vieux are empowered to bind the Corporation, sign legal documents, and represent the Corporation in all matters.

IN WITNESS WHEREOF, I, Daniel R. Zimmermann, have hereunto set my hand as of the date first set forth above.

Daniel Zimmermann

Daniel R. Zimmermann
Corporation Attorney

ATTACHMENT B

EXHIBIT B-1: THE PROPOSED

The proposed project is a new development of 100 units, consisting of 50 townhomes and 50 condominiums, located on the east side of the city. The project is situated on a 10-acre site, which is currently zoned for residential use. The project is expected to be completed by the end of 2025.

The project is expected to provide a mix of housing options, including townhomes and condominiums, to meet the needs of the community. The project is also expected to provide a mix of amenities, including a swimming pool, a clubhouse, and a parking garage.

Item	Quantity	Unit Price	Total Price
Construction	100	\$100,000	\$10,000,000
Land	10	\$1,000,000	\$10,000,000
Permits	1	\$1,000,000	\$1,000,000
Other	1	\$1,000,000	\$1,000,000

The project is expected to provide a mix of housing options, including townhomes and condominiums, to meet the needs of the community. The project is also expected to provide a mix of amenities, including a swimming pool, a clubhouse, and a parking garage.

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PROFESSIONAL SERVICES AGREEMENT

RFP No. 7251

For

Slides-Based Interactive Teaching and Formative Assessment System

between

The City of Waterbury, Connecticut

and

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 ~~COMMUNITY HEALTH CENTER, INC., located at 635 Main Street, Middletown, Connecticut, a State of Connecticut duly registered domestic limited liability company~~ (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No.7251 for a three year contract for Slides-Based Interactive Teaching and Formative Assessment System with related materials, equipment, supplies and professional learning as those may apply; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7251; 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 a three year contract for Slides-Based Interactive Teaching and Formative Assessment System with related materials, equipment, supplies and professional learning as those may apply, which includes the following:

1. Integration with Google Slides and PDFs (minimum - additional integrations preferred by not required)
2. Ability to add formative assessment questions, specifically:
 - o Multiple Choice
 - o Open-Ended Responses
 - o Polls
 - o Drag and Drop
 - o Drawing
 - o Fill-In the Blanks
3. Ability to add Interactive videos
4. Ability to annotate slides/activities during a lesson
5. Ability to Toggle between “live” and “student-paced” modes during a lesson
6. Ability to limit the number of slides that students can access in “student-paced” mode.
7. Ability to add a co-teacher to a lesson
8. Ability to see student responses in real time
9. Ability to share student responses while hiding student names
10. Ability to create Substitute Plans that can be shared outside of the district if necessary
11. Access to post-session reports that allow teachers to see student responses and data as well as provide feedback to students
12. Comprehensive library of pre-made lessons and activities that is searchable by topic, domain, and standard
13. Professional learning

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 The City's solicitation documents, RFP No.7251 (attached hereto)
- 1.1.2 _____ Cost Schedule (attached hereto)
- 1.1.3 _____ Response to RFP No. 7251 (attached hereto)
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5 Certificates of Insurance, incorporated by reference
- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7 All Required Licenses

1.1.8 Required Contract Provisions ARPA Funded Projects

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 _____ Cost Schedule.

1.2.3 _____ Response to RFP No. 7251 (attached hereto)

1.2.4 The City's solicitation documents, RFP No. 7251.

1.2.5 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 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 _____ 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 commence July 1, 2022, pending all necessary approvals and terminate June 30, 2025, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("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.

INSERT COMPENSATION TERMS

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

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 for RFP No. 7251 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.~~ Nearpod is a SaaS company, and licenses are governed by Nearpod's Terms and Conditions.

8. Indemnification.

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

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.~~ As Nearpod is a SaaS product, there is an annual license fee and this needs to be reworded

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.

Additional Insured Language: The City of Waterbury and its Board of Education are listed as additional insured on all policies except Workers Compensation and Professional Liability. All policies shall include a waiver of subrogation.

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 Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the 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 all lines of coverage 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 of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its 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 ³⁰14 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 Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

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

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

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

16. Subcontracting. ~~The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld.~~ 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 subsection A, 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 **RFP No. 7251** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7251**.

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.

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

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

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

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

Contractor:

City: City of Waterbury
Department of Public Health
185 South Main Street, 3rd Floor
Waterbury, CT 06706

32. **City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

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

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

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of

advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime 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 forgoing subsections 32.1-32.7.

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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:

By: _____

Neil M. O'Leary, Mayor

Sign: _____

Print name:

Date: _____

WITNESSES:

Sign: _____

Print name:

By: _____

Its: _____

Sign: _____

Print name:

Date: _____

ATTACHMENT A

1. The City's solicitation documents, RFP No.7251 (attached hereto)
2. _____ Cost Schedule (attached hereto)
3. _____ Response to RFP No. 7251 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:

1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.

1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.

1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's

Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.

1.20 The Contractor shall protect all Whistleblowers as follows:

a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

c) The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

ATTACHMENT C

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1	<u>May 6, 2022</u>	4	<u></u>
2	<u></u>	5	<u></u>
3	<u></u>	6	<u></u>

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

46-0993679

Social Security Number
or Federal Identification Number

Jose Carrera

Signature of Individual or Corporate Name

Jose Carrera

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Natali Barski-Meyman,
By: Corporate Counsel
(Title)

Business Address: 1855 Griffin Road, A290, Dania Beach, FL 33004-2200
(City, State, Zip Code)

Phone: 305.677.5030

Email: vendorforms@nearpod.com

Date: 5/13/2022

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

ATTACHMENT D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2022

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 Alternative Risk Resources, LLC 394 Williamstowne, Suite 101 Delafield WI 53018		CONTACT NAME: Shelly Doolittle PHONE (A/C, No, Ext): 262-754-9100 FAX (A/C, No): 262-754-9114 E-MAIL ADDRESS: sdoolittle@altriskresources.com	
INSURED Nearpod Inc Floccabulary Inc 1855 Griffin Road #A290 Dania FL 33004		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich-American Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16535	

COVERAGES**CERTIFICATE NUMBER:** 1266653987**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 <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO9809265	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	<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	Y	Y	BAP9809266	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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	Y	Y	AUC 8624516	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 16,000,000 AGGREGATE \$ 16,000,000 \$
A	<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 <input type="checkbox"/> N/A		Y	WC9809264	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			CPP4612917	1/1/2022	1/1/2023	Blanket BI/EE \$ 75,143,000 Included

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

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

CERTIFICATE HOLDER**CANCELLATION**

The City Waterbury and its Board of Education
235 Grand Street
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

Shelly A Doolittle

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ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/13/2022

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

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

PRODUCER USI Insurance Services, LLC 8000 Norman Center Dr Ste 400 Bloomington, MN 55437 612 509-1001	CONTACT NAME: Dawn Lunde PHONE (A/C, No, Ext): 612 509-4220 FAX (A/C, No): 610-537-1954 E-MAIL ADDRESS: dawn.lunde@usi.com																					
INSURED Nearpod 1855 Griffin Road, A290 Dania Beach, FL 33004-2200	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Syndicate 2623/623 at Lloyd's</td><td>99999</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Syndicate 2623/623 at Lloyd's		99999	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						


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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS 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 DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Tech E&O/ Network Security			W24550210401	08/31/2021	08/31/2022	10,000,000 Ea Occ 10,000,000 Aggregate Retention: 100,000

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

CERTIFICATE HOLDER**CANCELLATION**

The City Waterbury and its Board of Education 235 Grand Street 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 
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Nearpod® Terms and Conditions

For the previous version of these terms, please [click here](#).

If you are purchasing subscriptions to Flocabulary, please refer to Flocabulary's Terms, [here](#).

If you are purchasing subscriptions (or piloting) to Nearpod in the UK via Renaissance Learning, UK Ltd., please refer to the terms [here](#).^[i]

By clicking "I accept" or "I agree" to these Terms and Conditions ("Terms") or using, accessing, or registering for Nearpod Inc.'s (collectively, "we," "us," or "Nearpod") website, Nearpod mobile applications, or any other websites, applications, or online services that link to these Terms (collectively the "Nearpod Materials"), you are agreeing to these Terms, which is a binding contract with Nearpod Inc. for the benefit of itself and its affiliates.

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1. Introduction

Please read these Terms carefully as they provide that You and Nearpod will arbitrate certain claims instead of going to court and that you will not bring class action claims against Nearpod. It is important to us that the Nearpod Materials provide you with a helpful and reliable experience. To protect our rights and yours, these Terms govern all uses of the Nearpod Materials.

Access or use of the Nearpod Materials for which you have registered or enrolled constitutes acceptance of these Terms as a binding agreement. By using the Nearpod Materials, you represent that you: (1) you are an adult (according to the rules of the country where you are located), (2) have read and understood these Terms; (2) agree to use the Nearpod Materials in compliance with applicable laws and these Terms; (3) are an authorized user; and (4) that you will be responsible for ensuring that any user authorized by you to use and access the Nearpod Materials does so in accordance with these Terms. If

you are a holder of a Nearpod for Higher Education or Nearpod Enterprise Edition account, for commercial purposes, then these Terms, to the extent applicable, apply to you too.

Furthermore, if you are an Educator Nearpod User, regardless of teaching at a private or public Institution, you represent and warrant to us that you are (i) authorized to agree to these Terms on behalf of your organization and (ii) provide consent on behalf of your Student Nearpod Users to use and access the Nearpod Materials. Additionally, as an educator, you represent and warrant that Nearpod shall be considered a School Official, as defined by FERPA, with a legitimate educational interest, and performing services otherwise provided by the educator.

If you do not agree to these Terms, then please do not purchase a subscription, create an account, or use the services.

Additional terms and conditions may apply to some services offered on the Nearpod Materials if we post such terms within such services or if we sign a separate agreement with you. Please contact privacy@nearpod.com if you have questions about these Terms. Nearpod is a registered trademark of Nearpod Inc.

Unauthorized commercial, corporate or other misuse of Nearpod may result in the cancellation of your account. Nearpod empowers educators to choose how much student personal information students input into the Nearpod Materials. While some Nearpod features may request student personal information, such as first name, first initial of student's last name, a nickname or student voice, it is ultimately in the Educator Nearpod User/District Administrator's discretion as to what information is actually provided.

Outside the US, if you are under the age of majority in your country of residence, you must review these Terms with your parent or guardian to make sure that you and your parent or guardian understand and agree to them.

Nearpod and the Nearpod Materials comply with (and facilitate compliance with) applicable law, including the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy

Protection Act (COPPA). We rely on consent by the Educator Nearpod User as the basis for collecting this information via the participation portion of the Nearpod Materials or through the activation of the Student Account feature. If you are a parent, guardian, or teacher and believe that your child or student under the age of 16 has provided Nearpod with personally identifiable information without your consent, please notify privacy@nearpod.com so that we can promptly delete the information from our servers. For more information about our privacy policy, please read [here](#).

If you have any questions about how to use the Nearpod Materials, please contact us at: Nearpod Support.

The section headings and highlights contained below are for your convenience only, and do not have any legal meaning or effect.

2. Definitions

For purposes of these Terms:

- **"Admin Nearpod User"** means a User who has administrator access to the Nearpod Materials for an Institution.
- **"Educator Nearpod User"** means a single, named, person of legal age who can enter into a contract in the state or country in which the User resides and in no case, is under the age of 18, and who is an instructor or school administrator who has an end-user account to use the Nearpod Materials and is not a student.
- **"Institution"** is defined as: a school, district, college, university or other education institution or education agency, whether public or private, that adopts or uses the Nearpod Materials.
- **"Nearpod, "we" or "us"** means Nearpod Inc., who provides the platform through which the Nearpod Materials are delivered.
- **"Nearpod Materials"** means the Nearpod website, Nearpod mobile applications, or any other websites, applications, or online services that link to these Terms.
- **"Student Nearpod Users"** means those Nearpod users who participate in the participant portion of the Nearpod Materials by entering a code provided by the Educator Nearpod User and accessing the lesson materials or only obtain access to a Student Account (available only in School or District License Editions) if the administrator on that account enables the Nearpod Materials the ability to do so.
- **"You"** refers to an Educator Nearpod User (defined below) of the Nearpod Materials in the event that an individual Nearpod license is used (e.g. Silver, Gold, or Platinum) or the **Institution** (e.g. School or District), as context may require. In the event that you're entering into these Terms as a representative of an Institution, then the Institution agrees that it will take all reasonable steps to ensure that its authorized users adhere to these Terms.

Highlights

The following are some of the key points to our Terms; however these aren't legally binding and are meant for reference only. You should read these entire Terms along with our [Privacy Policy](#) and Privacy FAQ (the terms of which are incorporated by reference into these Terms):

1. These terms, in addition to our [Privacy Policy](#), are the contract between you and Nearpod. If you don't agree to these terms, don't use Nearpod. If you break these rules, we reserve the right to cancel your subscription.
2. There may be other terms that apply to you (e.g. if we sign a separate agreement with you).
3. Regardless of the type of account you have, there are two kinds of users: Teachers (i.e. presenters) and Students (i.e. those who join lessons via codes or via a Student Account provisioned by their school/district administrator). By registering for Nearpod you're representing

that you're an adult, that you have the ability to and, in fact, do provide consent for the child(ren) to use Nearpod, and that any child(ren) who uses Nearpod at your direction will follow the rules.

4. Nearpod does not intend for students and/or minors to sign up to the Nearpod Materials on their own; rather, Nearpod's features permit administrator holders of School or District licenses to enable the creation of student accounts.
5. You're promising that if you're representing a school or district, you're able to agree to these terms on behalf of your organization and provide consent on behalf of students. You're designating us a school official as defined by FERPA. We base our COPPA required verifiable consent from teachers.
6. We give teachers the power to decide what personal information students enter into the platform.
7. If you're a minor outside the US, you should review these terms with your parent or guardian.
8. If you think a student accidentally created an account in a way not intended for student use, email us at privacy@nearpod.com and we'll delete it.
9. For Silver, Gold, or Platinum Accounts: These are individual accounts for teachers. You can only sign up for these if: you're an adult, currently employed by a school or district and remain employed by school or district during the term of your license. You can only use the account for access to students if you have the right to do so by your school.
10. You cannot share accounts between two or more educators.
11. You cannot share your password.
12. We own all the Nearpod Materials, or have the right to use third-party materials that we license. Using, sharing, distributing, or otherwise accessing the Nearpod Materials in a way that is not allowed by Nearpod's functionalities is a violation of these Terms.

13. When you pay for or otherwise sign up to use the Nearpod Materials, you do not own the Nearpod Materials. Rather, we grant you a license to use the Nearpod Materials for the term of your agreement.
14. While using Nearpod you may create content. You will own the content subject to the license you grant us for the content. We're not responsible for the content that you post. We don't guarantee the availability of your content through the platform. Similarly, we are not responsible for content provided by third parties, even if Nearpod links to the third-party.
15. You won't try to sell or reverse engineer the Nearpod materials. Additionally, you agree not to try and scrape our website or use external forces to try and interfere with our platform.
16. You won't infringe on other people's IP with the material you post; won't advertise or market for business; or, use defamatory, obscene, violent, or otherwise inappropriate language.

Terms

3. Accounts, Passwords, and Payments

A. *Accounts.* Nearpod has two types of accounts: individual accounts (e.g. Silver, Gold, or Platinum) or Institution accounts (e.g. School or District) as more particularly described below. All of these accounts are meant for Educator Nearpod Users. Students do not need accounts to access the Nearpod Materials; however, administrators of Institution accounts will have the option to enable the Student Account feature

(as more particularly explained below). Additionally, Nearpod offers non-education related accounts for enterprise customers. Nearpod reserves the right to change, add, or remove the types of accounts offered and/or how they're named at any time.

<p>Individual Accounts.</p>	<p>The Silver, Gold, and Platinum Accounts are meant for individual users, collectively or individually, as the context may require, they are referred to as "Individual Accounts". They each have different features, however the following terms are the same for all Individual Accounts. Individuals may only register for an Individual Account if (i) they are an adult (according to the rules of the country where they are located) and (ii) are currently employed by a school (public or private), a school district, or other licensed educational institution. To be eligible for an Individual Account, the Educator Nearpod User must be employed at an educational institution at all times during the subscription period. Furthermore, your employment status must be independently verifiable and you may only use the Teacher Account to provide access for students if you have authorization to do so and ability to provide consent on their behalf for purposes of COPPA. By registering for an Individual Account, you represent and warrant that (i) you have the authorization to enter into these Terms on behalf of the educational institution in which you are employed and to use the Nearpod Materials as part of your learning activities; (ii) that you have the authorization to use the Nearpod Materials in accordance with any requirements you and your educational institution have under applicable laws, including, but not limited to FERPA. If at any time you are no longer employed at, or no longer have permission to use the Nearpod Materials, you agree that you will notify us immediately at: privacy@nearpod.com.</p>
<p>School Accounts.</p>	<p>School accounts are available to elementary and secondary educational Institutions to be used exclusively by the purchasing Institution, its employees, and its students. A school will be given access for the number of Educator Nearpod User licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their school provided email address. Shared access to a license (e.g. scienceteachers@abcschool.com is not a permissible use and a violation of these Terms).</p>
<p>District Accounts.</p>	<p>District accounts are available to public school districts to be used exclusively by the purchasing district's employees and its students. A district will be given access for the number of Educator Nearpod User licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their school provided email address. Shared access to a</p>

	license (e.g. scienceteachers@abcschool.com is not a permissible use and a violation of these Terms).
Higher Education Licenses	Higher Education Licenses are available to institutions of higher education to be used exclusively by the purchasing institutions' employees and its students. A higher education institution will be given access for the number of Educator Nearpod User licenses purchased for its educators and administrators. Each license must be assigned to an individual teacher within the purchasing school using their institution-provided email address. Shared access to a license (e.g. scienceteachers@abcschool.com is not a permissible use and a violation of these Terms).
Enterprise Nearpod Licenses.	Enterprise Licenses are available to companies to be used exclusively by the purchasing company's employees. A company will be given access for the number of licenses purchased for its users and administrators, just like the Educator Nearpod Users. Each license must be assigned to an individual user within the purchasing company using their company-provided email address. Shared access to a license (e.g. scienceteachers@abccompany.com is not a permissible use and a violation of these Terms).
Student Accounts.	Administrators of an Institutional Account shall have the ability to opt in to this feature. The default of this feature shall be an opt-out. Should an administrator opt out of Student Accounts, then Student Nearpod Users will be able to continue use of the Nearpod Materials through the participation portion of the platform by entering a "join" code.

The following refers to Educator Nearpod Users and those who are provisioned with a Student Account only. In order to access the Nearpod Materials, you may be required to provide certain information (such as name, email, etc.) as more particularly described in our [Privacy Policy](#). You agree that any information you provide will always be accurate and complete, and you agree to update any such information if it changes.

B. Passwords. Accounts -- whether an educator account or a student account -- cannot be shared. You are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Nearpod Materials and you are responsible for all activities that occur under your account(s). Furthermore, you are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you. If you

become aware of any unauthorized use of your password or of your account, you agree to notify Nearpod immediately at privacy@nearpod.com.

C. Payments.

i. For Individual Licenses that are "Paid Accounts" (i.e. Gold or Platinum):

1. Nearpod offers you the option of upgrading your Individual account to a Paid Account which would increase your storage and enable additional features for a fee. If you choose to upgrade, your account will be converted to a Paid Account and will not be subject to some of the restrictions placed on Free Accounts as described at <https://nearpod.com/pricing>. We may change our subscription fee at any time, at our sole discretion, at the end of your subscription period as long as we notify you first by either emailing you to the address associated with your account or by posting on our website.
2. Nearpod accepts credit cards and will automatically charge your payment instrument on file before upgrading your account, if available; or request the necessary information if we do not. In the event we are not able to charge your payment instrument for applicable charges, we may suspend your account until due amounts are paid. Additionally, if your Nearpod balance is not paid within seven (7) calendar days after Nearpod provides you with notification that your account is in arrears, Nearpod reserves the right to use our discretion to delete some or all of your files so as to reduce your storage space and to convert your Nearpod Paid Account back to a free account.
3. The fees for your Paid Account will be billed from the date you convert to a Paid Account and on each year thereafter unless and until you cancel your account. Nearpod will automatically bill your credit card on the calendar day corresponding to the commencement of your Paid Account and annually thereafter. All fees and charges are prepaid and nonrefundable, and there are no refunds or credits for partially used periods. If payment is not received from the credit card issuer, you agree to pay all amounts due upon demand. You must provide current, complete and accurate billing and credit card information, and you agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of the credit card may charge a foreign transaction fee or related charges, which you shall be responsible to pay.
4. *Cancelling your account.* You may cancel your Nearpod Paid Account at any time, and cancellation will be effective upon expiration of your then-current subscription term by contacting support@nearpod.com. Your Paid Account will continue until you cancel your Paid Account or we terminate it, according to the terms above. You must

cancel your Paid Account before it renews in order to avoid billing of the next period's fees to your credit card. Should you elect to cancel your Paid Account, please note that you will not be issued a refund for any previous payments.

5. **Taxes.** If Nearpod has the legal obligation to pay or collect taxes for which you are responsible, including but not limited to, sales, use, transfer, privilege, excise, and all other taxes and duties that are levied or imposed by reason of Nearpod's performance under these Terms, the appropriate amount shall be invoiced to and paid by you, unless

you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

ii. For Institution Accounts and Enterprise

Accounts: 1.

1. Educational institutions are charged directly for the services. Nearpod accepts credit cards and certain other specified payment methods. This Agreement shall be renewed automatically for successive periods of one (1) year unless you provide Nearpod with a written notice to the contrary ninety (90) days prior to the end of each renewal term. Each Renewal Term shall incorporate and be governed by Nearpod's then current pricing.

2. If a credit card is used to make a purchase for more than Five Thousand Dollars (\$5,000.00), an additional fee may be assessed.

3. All fees and charges are prepaid and nonrefundable, and there are no refunds or credits for partially used periods.

4. Nearpod Materials and Content Ownership and License.

a. **Nearpod's Ownership.** The Nearpod Materials (including past, present, and future versions) contain Content that is owned by or licensed to us. **Content** means all the text, graphics, user interfaces, visual interfaces, photographs, logos, sounds, music, artwork, activities, assessments, printables, pictures, video, animation, characters, audio clips, trademarks, trade names, service marks, computer code displayed on or available through the Nearpod Materials; the design, layout, look, appearance, structure, selection, coordination, expression, arrangement and graphics of such materials, all materials and other items relating to the Nearpod Materials, the Nearpod services and the Nearpod products; and any and all other forms of intellectual property. Reproduction of the Nearpod Materials or Content outside the Nearpod Materials' functionality is prohibited. Nearpod owns all legal rights, title, and interest in and to the Nearpod Materials or Content, including any intellectual property rights, whether those rights are registered or not, and wherever in the world those rights may exist, subject to the rights of third-parties from whom Nearpod licenses Content.

b. License. Subject to your strict compliance with these Terms, our [Privacy Policy](#), any additional terms that may be mutually agreed, and your payment of any applicable subscription fees, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, revocable, and non-assignable license and right to access, use, reproduce, distribute, publicly perform, and display the Nearpod Materials and Content. The license does not give you any ownership or interest in any intellectual property of the Nearpod Materials or Content and you cannot otherwise use the Content or Nearpod Materials, without our express, prior, written consent. Nearpod and/or our licensors hereby reserve all rights in and to the Nearpod Services or Content (as the context may require) not expressly granted in these Terms. Except as expressly permitted in these Terms or with Nearpod prior express written consent, no part of the Nearpod Materials or Content may be used, copied, reproduced, distributed, uploaded, posted, publicly displayed, translated, transmitted, sold, licensed, or otherwise used for any reason whatsoever.

c. User-Generated Content.

i. By using the Nearpod Materials, you may provide or create contents and any other materials, information, ideas, concepts, and know-how ("User-generated Content"). Under no circumstances will Nearpod become liable for any payment to you for any information that you provide. You, and not Nearpod, are solely responsible for any User-Generated Content you make available through your use of the Nearpod Materials. Nearpod does not control the User-Generated Content hosted via the Nearpod Materials, nor does it guarantee the accuracy, integrity or quality of such User-Generated Content. Except as expressly set forth in these Terms, users shall retain all rights, including intellectual property rights, for User-Generated Content that they create with their Nearpod account, unless they enter a publishing agreement with Nearpod. You acknowledge that all posted User-Generated Content is stored on and made available through the Nearpod Materials by Nearpod's servers and not on your device. You understand that all User-Generated Content is provided to you through the Nearpod Materials only on an "as-available" basis and Nearpod does not guarantee that the availability of the User-Generated Content will be uninterrupted or error free.

ii. Although the Nearpod account owner is and remains the owner of any User-Generated Content, and data, including student content and data, submitted through the Nearpod Materials, you grant us a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and transferable right and license to use, reproduce, publish, display, modify, make derivative works of, transmit and copy your anonymized content and to additionally distribute and publicly perform your content in connection with the Nearpod Materials and Nearpod's (and its successor's) business, in any media formats and through any media channels for the purposes of delivering the services to you. Additionally, You grant Nearpod the irrevocable,

perpetual, worldwide, sublicensable, transferrable, right to use your information solely on an aggregated and anonymized basis ("Aggregated Data"). Nearpod represents and warrants it will not use student personal information for third party marketing. Finally, You also hereby grant to each user of the Nearpod Materials a non-exclusive license to access and view your anonymized User-Generated Content as permitted by the functionality of the Nearpod Materials and these Terms. Notwithstanding the immediately preceding sentence, or anything else to the contrary, the Nearpod Materials only make your content available to others if you choose to allow it. For the avoidance of doubt, such anonymized User-Generated Content shall not include any personally identifiable information.

d. Nearpod Materials, Content Use Restrictions, and Customer Obligations.

i. You will not and will not attempt to: (i) license, sublicense, copy, duplicate, distribute, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, reproduce, sell, trade, or resell the Nearpod Materials or Content (including, without limitation, the

reproduction, sale, trading or resale of Nearpod Materials or Content customized by other Nearpod users) without our prior written agreement; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Nearpod Materials are compiled or interpreted, and you acknowledge that nothing in these Terms will be construed to grant you any right to obtain or use such code; (iii) create any derivative product from of the foregoing, without our prior consent; (iv) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, or pledge as security or otherwise encumber, your rights under these Terms; (v) remove any title, trademark, copyright, or restricted rights notices or labels from the Nearpod Materials or related documentation; or (vi) share accounts. **We take privacy seriously. As such, if you (or in the case of a school, district, or multi-seat license account, as administrator) learn that the license users are sharing accounts, you must notify the user that they are not to share accounts or passwords. If the user continues to share their account or password with someone else, you must notify us at privacy@nearpod.com within twenty-four (24) hours.**

Notwithstanding anything to the contrary in this section or otherwise, the Nearpod Materials may include functionality that will allow you to create new content slides, delete slides and certain other editing functionality. These activities are permitted to the extent enabled within the Nearpod Materials, provided that such edited content is used solely for private educational purposes of the user.

Nearpod reserves the right to modify or discontinue the Nearpod Materials or any version(s) thereof at any time in its sole discretion, with or without notice.

ii. You will be responsible for (i) internet connectivity needed to access the Nearpod Materials; (ii) your (and in the case of a school, district, or multiple user seat license your employees, agents, members, contractors, or representatives') compliance with these Terms and our Privacy Policy (www.nearpod.com/privacy-policy); and (iii) your User-Generated Content (and in the case of a school, district, or multiple user seat license) your employees, agents, members, contractors, or representatives' user-generated content, as more particularly described above.

iii. You may not use the Nearpod Materials in any manner that in our sole discretion could damage, disable, overburden, impair or interfere with any other party's use of them. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Nearpod Materials. You agree not to scrape or otherwise use automated means to access or gather information from the Nearpod Materials, and agree not to bypass any robot exclusion measures we may put in place. In addition, you agree not to use false or misleading information in connection with your user account, and acknowledge that we reserve the right to disable any user account with a profile which we believe (in our sole discretion) is false or misleading (including a profile that impersonates a third party).

iv. In connection with your User-Generated Content, you further agree that you will not: (i) use material that is subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Nearpod all of the license rights granted herein; (ii) use material that is unlawful, defamatory, libelous, threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate; or (iii) post advertisements or marketing content or solicitations of business, or any content of a commercial nature.

v. We may provide various open communication tools on the Nearpod Materials for Educator Nearpod Users, such as blog comments, blog posts, chat forums, message boards, and the like. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i) is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii) infringes any trademark, copyright, trade secret, or other proprietary right of any party; (iii) attempts any type of unauthorized advertising; or (iv) violates any applicable law or regulation.

e. Content created by Third-Parties.

i. The Nearpod Materials provide the ability for Educator Nearpod Users to create their own content that can be shared to third-parties (never directly with students, unless the creator is the students' educator). You acknowledge and agree that Nearpod is not responsible and shall have no liability for the content created by Nearpod Educator Users. You hereby acknowledge that you may be exposed to content from other users that is inaccurate, offensive, obscene, indecent, or objectionable when using the Nearpod Materials, and further acknowledge that Nearpod does not have any obligation to monitor such content for any purpose. Furthermore, as a teacher and/or educator, you hereby acknowledge that you will review content that others may provide or share with you, prior to sharing or showing it to your students. However, we reserve the right at all times to determine whether content is appropriate and in compliance with these Terms, and may pre-screen and remove content at any time if such content is found to be in violation of these Terms and Conditions or is otherwise objectionable.

ii. Additionally, the Nearpod Materials may access third-party services through API's or links to third-party providers. You acknowledge and agree that Nearpod is not responsible and shall have no liability for such third-party sites and services, products or services made available through- them, or your use of or interaction with them. Whether the third-party content appears within our Services (such as in an embedded video player, including but not limited to YouTube), or you leave our Services to view the content on another website, the third party is in control of and independently produces, maintains, and monitors the content and third-party sites. When you

watch third-party content that is made available through the Services or navigate to such third-party sites, you become subject to the third party's terms of use and privacy policies. You should review the privacy policies of these third-party sites for their policies and practices regarding the collection and use of your information as their policies may differ from ours. We do not accept any responsibility or liability for the privacy practices of third parties.

f. Wireless Features. Use of Nearpod's mobile applications requires usage of data and messaging services provided by your wireless service carrier. You acknowledge and agree that you are solely responsible for data usage fees, messaging fees and any other fees that your wireless service carrier may charge in connection with your use of the Nearpod Materials.

g. Rights to Process Data. You represent and warrant that you have the proper authority to designate and, as a result of engaging with the Nearpod Materials do hereby designate Nearpod a "school official" within the meaning of FERPA. Nearpod will be under your direction with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and we may use personally identifiable information and education records only as set forth under these Terms.

h. Please note: if an Institutional Account requires additional privacy agreements to be executed, please email: vendorforms@nearpod.com.

5. Copyright Claims (Digital Millennium Copyright Act).

a. Nearpod respects the intellectual property rights of others and requires that the people who use the Nearpod Materials do the same. It is our policy to respond promptly to claims of intellectual property misuse. Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. Please note that you will be liable for damages (including costs and attorneys' fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

b. If you believe that your work has been copied and is accessible on the Nearpod Materials in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:

i. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

ii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Nearpod to locate the material (e.g., URL).

iii. Information reasonably sufficient to permit Nearpod to contact you, such as name, postal address, telephone number, and, if available, an email address at which you may be contacted.

iv. Include the following statement: "I have a good faith belief that use of the material described above in the manner complained of is not authorized by the copyright owner, its agent, or the law."

v. Include the following statement: "The information in the notification is accurate, and under penalty of perjury, I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

vi. A physical, electronic or digital signature, in a form reasonably acceptable to Nearpod, of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

vii. Send written communication to the following contact: **Nearpod Inc., Attn: Legal Department, 1855 Griffin Rd., A290, Dania Beach, FL 33004**

viii. Send electronically-signed communication to legal@nearpod.com.

c. **DMCA Counter-Notification Procedure:** After receiving a notification of alleged infringement, Nearpod will remove or disable access to the material claimed to be infringing or claimed to be the subject of infringing activity. At the same time, Nearpod will provide the provider of affected material with a copy of the notice. The provider of affected material may make a counter notification pursuant to sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. Please be advised that you may be held liable for damages if you make material misrepresentations pursuant to federal law in the counter notification. When we receive a counter notification, we may reinstate the material in question. To file a counter notification with us, the provider of affected material must provide a written communication (by postal mail, overnight mail, or, when digitally-signed, by email) that sets forth the items specified below. To expedite our ability to process your counter notification, please use the following format (including section numbers):

i. Identify the material that Nearpod has removed or to which Nearpod has disabled access and the location at which the material appeared before it was removed or access to it was disabled.

ii. Provide your name, postal address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in Miami, Florida (if your address is outside of the United States, for any judicial district in which Nearpod may be found), and that you will accept service of process from the person who provided the initial notification of infringement or an agent of such person.

iii. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the removed material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."

iv. Sign the paper or affix an electronic or digital signature to the communication in a form reasonably acceptable to Nearpod.

v. Send written communication to the following address: **Nearpod Inc., Attn: Legal Department, 1855 Griffin Rd., A290, Dania Beach, FL 33004.**

vi. Send electronically- or digitally-signed communication to notices@nearpod.com. Upon receipt of a counter notification in substantial compliance with the DMCA, Nearpod will provide the person who provided the initial notification of claimed infringement with a copy of the counter notification promptly. After receipt of the counter notification, Nearpod will generally replace the removed material and cease disabling access to it, unless Nearpod's designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order regarding the removed material.

d. Nearpod is generally unable to evaluate the merits of trademark disputes because trademark rights may be based on registration or common law use, exist only for certain categories of goods or services and may differ internationally. Therefore, Nearpod expects you to resolve trademark disputes directly with the individual rather than utilizing Nearpod as an intermediary.

6. Collection of Data.

a. Nearpod's Privacy Policy, at <https://nearpod.com/privacy-policy> (the "Privacy Policy"), describes the collection, use and disclosure of data and information (including location and usage data) by Nearpod in connection with the Nearpod Materials. The Privacy Policy, as may be updated by Nearpod from time to time in accordance with its terms, is hereby incorporated into these Terms and Conditions, and you hereby agree to the collection, use and disclose practices set forth therein.

b. We reserve the right to anonymously track and report a user's activity inside of the Nearpod Materials using non-personally identifiable information as more fully discussed in our [Privacy Policy](#). We will not advertise or market to students who use Nearpod, nor will any student information collected by Nearpod

be shared with third parties for advertising and marketing purposes. For teachers, Nearpod may send marketing emails to the address associated with the account. In addition, Nearpod may use targeted advertising on third party sites. Moreover, Nearpod will send out emails to teacher-users who may be eligible for a contest, sweepstakes, survey, or similar promotion that Nearpod may host. Nearpod does not run these types of promotions for students.

7. Termination and Suspension of Services.

a. We may, at our sole discretion, suspend or terminate your access to all or part of the Nearpod Materials with or without notice and for any reason, including, without limitation, breach of these Terms and Conditions.

8. Representations, Warranties and Disclaimers.

a. Representations and Warranties by You.

i. You represent and warrant that, in connection with these Terms and Conditions or the Nearpod Materials: (i) your use of the Nearpod Materials will be in strict accordance with these Terms and Conditions and with all applicable laws and regulations (including, without limitation, any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content); (ii) your User-Generated Content and your use of the Nearpod Materials will not infringe or misappropriate the intellectual property rights of any third party; (iii) you will not and will not attempt to re-join or attempt to use the Nearpod Materials if Nearpod has banned or suspended you; (iv) you will not and will not attempt to defraud Nearpod or another user; (v) that you, to the extent applicable, are duly organized, validly existing and in good standing under the laws of the jurisdiction of your incorporation or organization; (vi) that the execution or performance of these Terms will not conflict with or violate any provision of any law applicable to you; (vii) that by purchasing a subscription, creating an account, or otherwise using the Nearpod Materials you agree (and in the case of a school, district, or multi-seat license you agree on behalf of your accounts' users) to be bound by these Terms, that these terms will constitute a valid and binding obligation on you (and in the case of a school, district, or multi-seat license you agree on behalf of your accounts' users), and will be enforceable against you in accordance with the terms herein; (viii) you will comply with all applicable laws, statutes, regulations, or rules, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), Children's Online Privacy Protection Act ("COPPA") and the Protection of Pupil Rights Amendment ("PPRA")(collectively "Laws"); and (ix) you will not and will not attempt to use another user's account or allow another person to use your user account. In addition to the representations and warranties above, Districts and/or Schools further represent and warrant that it and its members, employees, contractors, permitted successors, permitted assigns, permitted administrators, and permitted legal representatives will not share accounts between two or more users. User accounts may be reassigned to accommodate District's users changes, such as employee turnover, upon notice to Nearpod during the Subscription Period.

ii. Any illegal activities undertaken in connection with the Nearpod Materials may be referred to the authorities.

b. Disclaimer of Warranties by Nearpod.

i. THE NEARPOD MATERIALS ARE PROVIDED "AS IS." NEARPOD AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEARPOD DOES NOT MAKE ANY WARRANTY THAT THE

NEARPOD MATERIALS WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED, OR THAT THE NEARPOD MATERIALS OR THE SERVERS THAT MAKE AVAILABLE THE FEATURES AND FUNCTIONALITY THEREOF ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

ii. YOU UNDERSTAND THAT YOU USE THE NEARPOD MATERIALS AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICES AND FOR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF SUCH CONTENT. WE DO NOT PROVIDE ANY WARRANTY OR GUARANTEE AS TO THE ACCURACY, PERFORMANCE, COMPLETENESS, OR SUITABILITY OF THE INFORMATION AND MATERIALS FOUND OR OFFERED ON THE NEARPOD MATERIALS. YOU ACKNOWLEDGE THAT SUCH INFORMATION AND MATERIALS MAY CONTAIN INACCURACIES OR ERRORS AND WE EXPRESSLY EXCLUDE LIABILITY FOR ANY SUCH INACCURACIES OR ERRORS TO THE FULLEST EXTENT PERMITTED BY LAW. NEARPOD DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE NEARPOD SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, LOSS OR REMOVAL. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

iii. It is your responsibility to maintain appropriate alternate backup of your information and data.

9. Limitation of Liability.

a. IN NO EVENT, EVEN IF NEARPOD OR A NEARPOD-AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WILL NEARPOD OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS (INCLUDING YOUR INTERACTIONS WITH OTHER USERS)

UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT FOR SUBSTITUTE PRODUCTS OR SERVICES; (III) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (IV) FOR ANY AMOUNTS THAT EXCEED THE FEES PAID BY YOU TO NEARPOD. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES,

SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE NEARPOD'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

10. Indemnification.

a. You agree to indemnify and hold harmless Nearpod, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs and expenses, including attorneys' fees (any of the foregoing, a "Claim"), arising out of or relating to your use or misuse of the Nearpod Materials, including but not limited to your breach of these Terms and Conditions or infringement, misappropriation or violation of the intellectual property or other rights of any other person or entity, provided that the foregoing does not obligate you to the extent the Claim arises out of Nearpod's willful misconduct or gross negligence. Nearpod reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these Claims.

11. Arbitration.

a. This Section is referred to herein as the "Arbitration Agreement." The parties that any and all controversies, claims, or disputes between you and Nearpod arising out of, relating to, or resulting from these Terms and Conditions, shall be subject to binding arbitration pursuant to the terms and conditions of this Arbitration Agreement, and not any court action (other than a small claims court action to the extent the claim qualifies). The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. THIS PARAGRAPH IS REFERRED TO AS THE "CLASS ACTION WAIVER." THE PARTIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

c. Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures (the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between the AAA Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms and Conditions as a court would, including

without limitation, the limitation of liability provisions above. You may visit <http://www.adr.org> for information on the AAA and <http://www.adr.org/fileacase> for information on how to file a claim against Nearpod.

d. The arbitration shall be held in Broward County, Florida. If the value of the relief sought is \$10,000 or less, you or Nearpod may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on each party, but subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by either or both parties unless the arbitrator requires otherwise.

e. The arbitrator will decide the substance of all claims in accordance with the laws of the state of Florida, without regard to its conflicts of laws rules, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Nearpod Materials users, but is bound by rulings in prior arbitrations involving you to the extent required by applicable law.

f. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA's Rules. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees.

g. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

h. If a court decides that any term or provision of this Arbitration Agreement other than the Class Action Waiver is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of the Class Action Waiver is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Terms and Conditions will continue to apply.

12. General Terms.

a. *Changes to these Terms and Conditions.* Nearpod may make modifications, deletions and/or additions to these Terms and Conditions ("Changes") at any time. Changes will be effective: (i) thirty (30) days after Nearpod provides notice of the Changes, whether such notice is posted to Nearpod, is sent to the email

address associated with your account, or otherwise; or (ii) when you opt in or otherwise expressly agree to the Changes or a version of these Terms and Conditions incorporating the Changes, whichever comes first.

b. Communications by Us. Under these Terms and Conditions, you consent to receive communications from Nearpod electronically.

c. Feedback. You may, under certain circumstances, share feedback or ideas with us regarding the Nearpod Materials or Content. If you choose to share your feedback with us, you understand that (i) we are not required to take any action based on your feedback, or (ii) if we do take action based on your feedback, (x) you will have no expectation of review, approval, payment, or consideration of any type for any such feedback or ideas and (y) Nearpod will be free to use and exploit the feedback or ideas in our sole and absolute discretion.

d. Publicity. We may advertise, publicly announce, or provide to any other person, information relating to the existence of this agreement or use your (and in the case of your school or district its) name or logo, in any format for any promotion, publicity, or marketing of the Nearpod Materials.

e. Governing Law and Jurisdiction. Except to the extent that applicable law, if any, provides otherwise, these Terms and Conditions and any access to or use of the Nearpod Materials will be governed by the laws of the state of Florida, U.S.A. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions or the Nearpod Materials that is not subject to arbitration under the Arbitration Section shall be filed only in the state or federal courts in Broward County, Florida (or a small claims court of the above-referenced jurisdiction) and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

f. Waiver. The failure of any party at any time to require performance of any provision of these Terms and Conditions shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these Terms and Conditions shall not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms and Conditions.

g. Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

h. Assignment. These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Nearpod without restriction.

i. Entire Understanding & Amendments. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in a writing, signed by both parties, or by a change to these Terms and Conditions made by Nearpod as set forth above.

j. Headings. The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

k. Drafting. You agree that these Terms and Conditions will not be construed against us because we drafted them.

l. Contact Information: Nearpod Inc., 1855 Griffin Rd., A290, Dania Beach, FL 33004.

If you have any questions or comments about these Terms and Conditions or our [Privacy Policy](#), you can contact us at: privacy@nearpod.com.

For the previous versions of our terms and conditions, please click [here](#).

Posted Date:

6/15/2021 Effective:

8/1/21

If you are a Pearson Powered by Nearpod User, these terms and conditions do not apply to you; rather a different set of terms and conditions found [here](#) apply instead.

* You can review Youtube's Privacy Policy [here](#); and update or revoke your Google Permissions [here](#).

^[i] Reference to UK Terms was added on February 2, 2022.