

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7257

For

**Online Comprehensive Professional Development Platform**

between

The City of Waterbury, Connecticut

and

Torsh, 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 Torsh, Inc. having a principal place of business at 701 Loyola Avenue, Suite #52377, New Orleans, LA 70152 (the "Contractor").

**WHEREAS**, the Contractor submitted a proposal to the City responding to **RFP No. 7257** for a five year contract for the provision of software to meet the specification of the Project as defined herein and in **RFP No. 7257** with related materials, equipment, supplies and professional learning as those may apply; and

**WHEREAS**, the City selected the Contractor to perform services and/or provide specified software regarding **RFP No. 7257**; and

**WHEREAS**, the City has secured grant funding through the Connecticut Office of Early Childhood for the "Project"; 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 software, 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 software 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 five year license for software that will allow Support Liaison efforts to monitor programs and enhance program quality for School Readiness Programs and specifically:
  1. The Contractor must provide a platform for access on a variety of electronic devices: ie Ipad, phones, laptops or similar.
  2. The Contractor must provide a platform where up to twenty-five (25) users can record and upload videos to share with coaches and colleagues.
  3. The platform must capture and catalog interactions and compile that data into reports that allow an administrator to track data at the user level, program level and community level.
  4. The Contractor must follow all applicable FERPA laws.
  5. The Contractor must provide initial and ongoing professional development and technical assistance for teachers, classroom assistants, program administrators and consultants.
  6. Contractor must support the licensed software/product through the Contract Termination date at Section 5.

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.7257** (attached hereto)
- 1.1.2 Torsh, Inc. Cost Schedule dated May 10, 2022 (attached hereto)
- 1.1.3 Torsh, Inc.'s Response to **RFP No. 7257** (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

1.2. 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 Torsh, Inc. Cost Schedule for Five Year/100 User Price Quote dated May 10, 2022.

- 1.2.3 Torsh, Inc.'s Response to **RFP No. 7257** (attached hereto)
- 1.2.4 The City's solicitation documents, **RFP No. 7257**.
- 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 software 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, 2027, 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. All licenses purchased hereunder shall remain in full force and effect and be supported contractually during this contract term.

**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.

For a License allowing for up to 100 Users for a period commencing July 1, 2022 and terminating June 30, 2027 the City shall pay Contractor the sum of \$54,720. Said sum is to be in full satisfaction of the City's contracted prices for the license as stated herein and as more fully defined in the Torsh, Inc. Response to **RFP No. 7257** dated May 10, 2022. Said sum will be paid in full at or before initiation of access to the licensed software.

**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. 7257** 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 software 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.

**9.4.2 Cyber/Privacy/Network: \$1,000,000 Aggregate.**

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.

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**13. Termination.**

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

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

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

**13.2. Termination for Convenience of the City.** The City may terminate this

Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

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

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

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

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

#### **13.4. Rights Upon Cancellation or Termination.**

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

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

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

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

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

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

deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the 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 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. 7257** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7257**.

**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: Torsh, Inc.  
701 Loyola Avenue, Suite #52377  
New Orleans, LA 70152

City: City of Waterbury  
Department of Education  
236 Grand Street  
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:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [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: Alexandra DeGirolamo

By:   
Neil M. O'Leary, Mayor

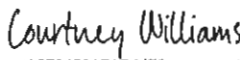
Sign:   
Print name: David N. Lepore

Date: 08/24/22


WITNESSES:

TORSH, INC.

Sign:   
Print name: Angela Daliet

By:   
Courtney Williams

Its: \_\_\_\_\_

Sign:   
Print name: John Williams

Date: 7/27/2022



## ATTACHMENT A

1. The City's solicitation documents, RFP No.7257 (attached hereto)
2. Torsh, Inc. Cost Schedule dated May 10, 2022(attached hereto)
3. Torsh , Inc.s Response to RFP No. 7257 (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

### CORPORATE RESOLUTION

I, Courtney Williams, hereby certify that I am the duly elected and acting Secretary of Torsh 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 at a meeting of the corporation duly held on the 27th day of May, 2022.

"It is hereby resolved that Courtney Williams 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 TORSH INC., this 27th day of May 2022.

  
Secretary



Date: June 8, 2022

From: Delinquent Tax Office

To: Jerry Gay Board of Education

Subject: Tax Clearance

---

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

Torsch, Inc.  
701 Loyola Ave  
New Orleans, LA 70152

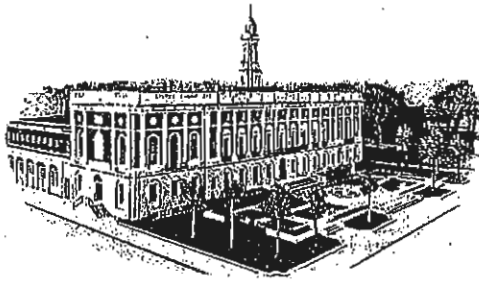
If you have any questions regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Very truly yours,

*Nancy J. Olson*

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

KEVIN McCaffery  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

May 19, 2022

Courtney Williams  
TORSH, Inc.  
703 Loyola Avenue, Suite #52377  
New Orleans, LA 70152

RFP#: 7257  
Project: Early Childhood Online Coaching Software

Dear Ms. Williams,

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  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)  
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☒

N/A

(Service or Commodity Covered by Contract)

N/A

(Term of Contract)

N/A

(Service or Commodity Covered by Contract)

N/A

(Term of Contract)

N/A

(Service or Commodity Covered by Contract)

N/A

(Term of Contract)

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)  
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



N/A

(Service or Commodity Covered by Purchase Order)

N/A

(Date of Purchase Order)

N/A

(Service or Commodity Covered by Purchase Order)

N/A

(Date of Purchase Order)

N/A

(Service or Commodity Covered by Purchase Order)

N/A

(Date of Purchase Order)

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)  
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

☒

N/A

(Name of Official)

N/A

(Position with City)

N/A

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

N/A

(Name of Official)

N/A

(Position with City)

N/A

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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.

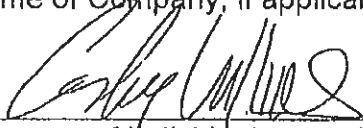
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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.

TORSH, INC

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

05/09/2022

Date

COURTNEY WILLIAMS

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 principals are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

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

IOBISH INC  
701 LOYOLA AVENUE #52377  
NEW ORLEANS, LA 70152

Print Name and Title of Authorized Representative:

COURTNEY WILLIAMS, CEO

Signature of Authorized Representative:



Date: 05/09/2022

## DISCLOSURE OF OUTSTANDING OBLIGATIONS

**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 LOUISIANA

SS.: \_\_\_\_\_

County of ORLEANS

COURTNEY WILLIAMS, being first duly sworn, deposes and says that:

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

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

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

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

  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

## CITY OF WATERBURY

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 TORSH HIPAA SECURE INC	701 LOYCLAYE, #52977 NEW ORLEANS, LA 70132	WHOLLY OWNED SUBSIDIARY
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 COURTNEY WILLIAMS	OWNER & CEO	03/17/1970	53.8%
2 NOT FOR NOTHING LLC	OWNER	N/A	35.4%
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 TORSH, INC	DELAWARE	NEW ORLEANS
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\_.

My Commission Expires: \_\_\_\_\_ (Notary Public)

**For Corporation**

  
\_\_\_\_\_  
Witness

COURTNEY WILLIAMS  
\_\_\_\_\_  
Name of Corporate Signatory

701 LOYOLA AVE. #52377  
NEW ORLEANS, LA 70152  
\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

By: Courtney Williams  
\_\_\_\_\_  
Name of Authorized Corporate Officer

Its: \_\_\_\_\_ CEO  
\_\_\_\_\_  
Title

**CITY OF WATERBURY**

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

State of Texas )

) SS

County of Dallas )

COURTNEY WILLIAMS being duly sworn,

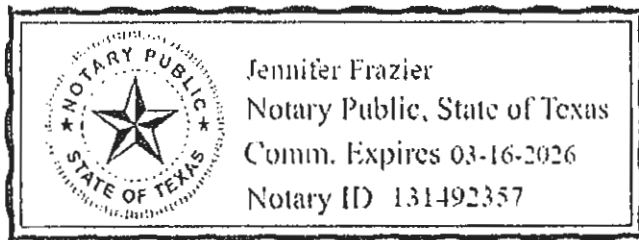
deposes and says that he/she is CEO of TORSH, INC and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 09th day of May 2022

*Jar*

(Notary Public)

My Commission Expires: Mar 16, 2026



Notarized Online with NotaryLive.com





**REQUEST FOR PROPOSAL  
BY  
THE CITY OF WATERBURY  
*Waterbury School Readiness*  
#7257**

**Early Childhood Online Coaching Software**

The City of Waterbury, Department of *School Readiness*, (hereinafter "City"), is seeking proposals from parties interested in providing services under the Supplemental Administrative Grant to provide an online coaching software that will enhance and streamline the monitoring practices of the Waterbury School Readiness office.

**A. Background and Intent:**

The Office of Early Childhood (OEC) is aware that the pandemic has brought increased responsibilities to School Readiness Liaisons and has presented barriers to conducting onsite monitoring activities to ensure program quality. In response, the OEC is providing Supplemental Administrative Funds to support Liaison efforts to monitor programs and enhance program quality as districts transition through the recovery phase of the pandemic.

**B. Qualifications**

Eligible proposers will be those businesses that have the following qualifications:

1. An online coaching software that is applicable for use in early childhood programs.
2. Experience and expertise in regards to providing the types of or similar services as those outlined in the Scope of Services in this RFP.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.

**C. Scope of Services**

1. Vendors must provide a platform for access on a variety of electronic devices: i.e. iPads, phones, laptops or similar.
2. Vendors must provide a platform where users can record and upload videos to share with coaches and colleagues.
3. The platform must capture and catalog interactions and compile that data into reports that allow an administrator to track data at the user level, program level and community level.
4. The vendor must follow all applicable FERPA laws.

5. The vendor must provide initial and ongoing professional development and technical assistance for teachers, classroom assistants, program administrators and consultants.

#### **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, 2027. (5 years)

#### **E. Insurance**

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

#### **F. General Information**

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must sign the items and any forms included in Attachment A (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **2:00PM on April 29, 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 2:00PM on May 3, 2022**. 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 Waterbury School Readiness Council and School Readiness 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 3 paper copies of the proposal, as well as a copy of the original proposal in electronic form on a CD or flash drive, must be received at the following address no later than **11:00 AM on May 11, 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](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)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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(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)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(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

☐

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(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\_.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_ (Notary Public)

**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. 7257

For

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between

The City of Waterbury, Connecticut

and

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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 \_\_\_\_\_ (the "Contractor").

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7257 for a five year contract for the provision of software to meet the specification of the Project as defined herein and in RFP No. 7257 with related materials, equipment, supplies and professional learning as those may apply; and

**WHEREAS**, the City selected the Contractor to perform services and/or provide specified software regarding RFP No. 7257; 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 software 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 software 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 five year license for software that will allow Support Liaison efforts to monitor programs and enhance program quality for School Readiness Programs and specifically:
  1. The Contractor must provide a platform for access on a variety of electronic devices: ie Ipads, phones, laptops or similar.
  2. The Contractor must provide a platform where up to twenty-five (25) users can record and upload videos to share with coaches and colleagues.
  3. The platform must capture and catalog interactions and compile that data into reports that allow an administrator to track data at the user level, program level and community level.
  4. The Contractor must follow all applicable FERPA laws.
  5. The Contractor must provide initial and ongoing professional development and technical assistance for teachers, classroom assistants, program administrators and consultants.

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.7257 (attached hereto)
- 1.1.2 \_\_\_\_\_ Cost Schedule (attached hereto)
- 1.1.3 \_\_\_\_\_ Response to RFP No. 7257(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

1.2. 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.7257 (attached hereto)
- 1.2.4 The City's solicitation documents, RFP No. 7257.



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 software 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, 2027, 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.

**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. 7257 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 software 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.

**9.4.2 Cyber/Privacy/Network: \$1,000,000 Aggregate.**

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 Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured

may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on 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. 7257 and (ii) the Consultant's proposal responding to the aforementioned RFP No.7257.

**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 Education  
236 Grand Street  
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.7257 (attached hereto)
2. \_\_\_\_\_ Cost Schedule (attached hereto)
3. \_\_\_\_\_ Response to RFP No. 7257 (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

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

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.

<b><u>General Liability:</u></b>	\$1,000,000 each Occurrence
	\$2,000,000 General Aggregate
	\$2,000,000 Products/ Completed Operations Aggregate

<b><u>Cyber/Privacy/Network:</u></b>	\$1,000,000 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. All policies shall include a Waiver of Subrogation.





**5Yr/100User Price Quote**  
**for Waterbury School Readiness on 05/10/2022\***

\*Valid for 30 Days

Dates	Term (Years)	Cost/License/Year	# of Licenses	Total
07/01/2022 - 06/30/2027	5	\$109.44	100	\$54,720.00

<b>Grand Total:</b>	<b>\$54,720.00</b>
---------------------	--------------------

**Per License Pricing Breakdown**

Tier of Service	Cost per License	
<b>TORSH Talent Premium</b>	\$	160.00
<i>Add-Ons</i>		
<input type="checkbox"/> Zoom Integration		Free
<b>Standard Cost per License</b>	\$	160.00
Less Volume Discount	10.00%	\$ (16.00)
Less Multi-Year Discount	20.00%	\$ (28.80)
Less Lagniappe Discount	5.00%	\$ (5.76)
<b>Total Cost per License</b>	\$	109.44

**Tiers of Service**

Tier		Monthly**	Annually**
<b>BASIC</b> ( <a href="http://www.torsh.co/talent-tier/basic">www.torsh.co/talent-tier/basic</a> )	\$	9.90	\$ 99.00
<b>PREMIUM</b> ( <a href="http://www.torsh.co/talent-tier/premium">www.torsh.co/talent-tier/premium</a> )	\$	16.00	\$ 160.00
<b><u>ADD-ONS - Add-Ons can be added to any tier of service</u></b>			
<input type="checkbox"/> Custom Workflows	\$	2.00	\$ 20.00
<input type="checkbox"/> Custom LMS Integration (Blackboard, Canvas, Sakai)	\$	1.50	\$ 15.00
<input type="checkbox"/> Single Sign On/API Integration	\$	1.50	\$ 15.00
<input type="checkbox"/> Insights API	\$	1.50	\$ 15.00
<input type="checkbox"/> Network Architecture	\$	0.50	\$ 5.00
<input type="checkbox"/> edTPA portfolios	\$	0.50	\$ 5.00
<input type="checkbox"/> Zoom Integration		Free	Free
**All prices are listed per user			
<b><u>Volume Based Pricing***</u></b>			
100 Users or more			10%
500 Users or more			15%
1,000 Users or more			20%
***Volume based discounts do not apply to TALENT BASIC unless there are 1,000 licenses or more			

**TORSH INC.**  
701 Loyola Avenue, #52377  
New Orleans, LA 70152  
Contact: Jamal Brown  
Email: [finance@torsh.co](mailto:finance@torsh.co)  
Phone: 504-684-7940  
TIN: 45-3559243

**Response to The City of Waterbury RFP #7257**

***Waterbury School Readiness  
Early Childhood Online Coaching Software***



**TORSH TALENT**

**Online Comprehensive Professional Development Platform**

COACHING | MONITORING | OBSERVATION | FEEDBACK | GOAL-SETTING | DATA INSIGHTS

**Submitted to:**

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

**This Duplicate Copy sent via Overnight Mail on:**

05/10/2022

**Submitted By:**

Courtney Williams, Chief Executive Officer &  
Angela Daliel, Director of Business Development for Early Childhood Division  
TORSH, Inc.  
703 Loyola Avenue, Suite #52377  
New Orleans, LA 70152  
504-416-3146  
courtney@torsh.co | angela@torsh.co

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## **ADDENDUM CERTIFICATION NOTICE OF ACCEPTANCE**

## ATTACHMENT C

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

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

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

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

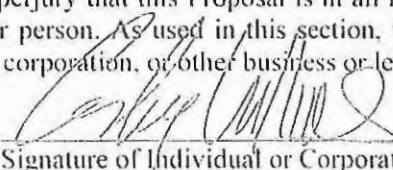
1	<u>05/08/2022</u>	4	_____
2	_____	5	_____
3	_____	6	_____

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.

45-3559243

Social Security Number  
or Federal Identification Number

  
Signature of Individual or Corporate Name  
DELAWARE

COURTNEY WILLIAMS, CEO OF TORSH, INC  
Corporate Officer  
(if applicable)

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

Name COURTNEY WILLIAMS  
By: CEO  
(Title)

Business Address: 701 LOYOLA AVENUE, #52377, NEW ORLEANS, LA 70152  
(City, State, Zip Code)

Phone: (504) 416-3146  
Email: COURTNEY@TORSH.CO and ANGELA@TORSH.CO  
Date: 05/08/2022

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.

# PROPOSAL

## 1. Proposer Information

- a. Firm Name: TORSH, INC
- b. Firm Address: 701 Loyola Avenue, Suite #52377, New Orleans, Louisiana 70152
- c. Date of Firm Organization: 08/03/2011
- d. Legal Form of Ownership: Corporation
- e. How many years have you been engaged in services you provide under your present name? 10.5 Years
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

Courtney Williams is the founder and CEO of TORSH, Inc. Mr. Williams is also the Founder and CEO of Skillz Academy, a recruitment, upskilling and placement company that is focused on training candidates from disadvantaged backgrounds for sales and customer success positions in fast growing technology companies. Earlier in his career, Mr. Williams was Co-Founder & Chief Revenue Officer at Adility LLC, a white labeled local deals/coupons aggregator and SVP, Development & Strategy at Interactive One LLC, a subsidiary of Radio One, Inc., a publicly traded company where he was responsible for, among other things, structuring and negotiating all agreements and business transactions for the company, including, content, technology, advertising and publishing deals as well as negotiating M&A transactions which further the strategic goals of the company. Mr. Williams also spent several years at the America Online where he served in a variety of executive roles including VP, Business Development, AOL Europe, VP, Business Development, AOL Inc., and Legal Counsel, AOL Inc. Before joining AOL, Mr. Williams was an associate in the New York City offices of the Los Angeles based entertainment law firm of Loeb & Loeb LLP. Mr. Williams holds a law degree and his specialties include, but are not limited to, business operations, strategic partnerships, strategic sales, strategic business development, M&A, joint-ventures and private equity.

## 2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus

TORSH Inc.'s ("TORSH") primary business focus is to improve services and outcomes for children and students by partnering with organizations to increase the effectiveness of educators and providers through the use of our comprehensive, online platform of tools designed for learning, mentoring, collaboration, and professional development, TORSH Talent. TORSH Talent is a cloud-based professional learning web and mobile application that, among other things, enables programs to expand, enhance, and streamline their monitoring and coaching to fully support and ensure educator growth throughout the entire development cycle of goal-setting, collaboration, observation, feedback, and assessment. TORSH Talent helps schools and districts increase educator instructional capacity, improve the delivery of educator professional development, and

generate insights into educator effectiveness. On a day-to-day basis, TORSH provides educators with all of the tools and services that enables them to capture and reflect on their instructional practices, collaborate with mentors and peers, collect relevant classroom data about student engagement in order to measure the effectiveness of classroom instruction, and work with their program's instructional experts for coaching and on-demand advice so that educators better understand how to meet the individual needs of their students.

TORSH is thrilled to respond to this RFP as we know our professional learning platform is ideally suited to help the City of Waterbury and its School Readiness Program overcome the challenges of conducting onsite monitoring activities and continue to ensure ongoing program quality and improvement as the world transitions through the recovery phase of the pandemic and well beyond.

At TORSH we are committed to ensuring that all children have access to quality educational opportunities because we understand that without them, our youth will be deprived of the skills and knowledge they need to compete in the global economy and be productive citizens. We support this commitment by providing educators and providers with a suite of products, services, and tools that dramatically improve their ability to align classroom instruction and children's services with individual learning needs. When our tools are integrated into school-based professional development activities, powerful things happen to instruction and student learning. These changes stem from the educator's ability to see what they are doing from an objective point of view, receive constructive, supportive feedback from coaches and peers, watch examples of best practices that align with instructional philosophy, and consume competency based content and assessments that are developed to meet them where they are and push their knowledge forward. A growing body of research supports the transformational power of the type of coaching-based professional development that our platform supports. Indeed, we are consistently learn from our clients that although a well rounded coaching-based professional development model is important to their success, the use of video as a critical component of their coaching is of particular importance in accelerating the pace of educator instructional development. Consequently, we believe that TORSH Talent will continue to be critical drivers of more effective professional development and learning for many years to come.

As you find within this proposal, as designed, TORSH Talent aligns quite well with the City of Waterbury's School Readiness Program's needs in many ways, including all of the following:

- i. TORSH Talent is Learner-focused: At our very core, TORSH is an educator and care provider platform for learning and improvement. As such, we believe that the first act in the process of improving one's practice is being able to review real-world experience and provide evidence-based feedback which is a core ability within TORSH Talent utilizing tool suite for video and in-person collaboration and observation tools. These tools allow for in-the-moment, time-stamped comments which provide the ability for both the observer and learner to align quickly and focus on key criteria for that specific educator's needs. TORSH Talent also enables quick and easy self-reflection on one's practice which, we believe, cannot be done effectively without the use of video.

This is an inherently learner focused activity. The learner is focusing on their practice, what they did, what they need to do and where they need to go while building buy-in for input from School Readiness liaison and/or program coaching and staff. When the learner's video is shared with a peer, mentor, monitor, or coach within TORSH Talent, the viewer is getting a critical piece of evidence that is specific to the learner, along with time-synced comments that serve to focus any viewer on key items that are relevant to and about the learner. In addition to the self reflection and feedback components of the platform, users (and/or their peers, coaches, monitors, supervisors, etc) also have the ability to set and track a series of goals that are specific to a user and intended to create an individualized and differentiated learning experience for and about that user.

- ii. TORSH Talent is Learner-connected: As an online platform, TORSH Talent is available to all users, anywhere in the world, 24 hours a day, 7 days a week. The platform is designed to facilitate user-driven, self-paced activities, asynchronous and on-demand access to feedback, video and file resources, and data, as well as synchronous and collaborative interactions that build layers of support and develop communities of practice.
- iii. TORSH Talent is Learner-demonstrated: TORSH is one of only a few companies that offer a learning tutorial/e-portfolio product that allows our clients to create competency-based monitor assessments and content for their specific use and users. In addition to allowing monitors and/or coaches to curate collections of resources within an easy to navigate library for each learner, our platform also provides the capability to require learners to assemble portfolios of materials and evidence to demonstrate competence. Additionally, our platform allows for our clients to assign individualized learning paths of content and tutorials to learners that are customized for that user's level of knowledge, understanding, and expertise. As the user progresses through the content, our clients are able to see and monitor their progress, share resources within the learning path, and determine how to move that user to the next level in their progression.
- iv. TORSH Talent is Learner-led: At TORSH, we treat educators and providers like the professionals that they are, and we support and appreciate their agency. The vast majority of our privacy settings are designed to give our users an immense amount of control over what they share, when they share it, and with whom they share it. Our workflows are built in such a way that monitors and coaches can create, modify, adjust and comment on learner goals, observations, or projects that are created by or for them. The net effect of all of this is that in TORSH Talent, each user can help drive their own learning and growth in very specific and profound ways while also being keenly supported by their monitors and/or coaches.
- v. TORSH Talent is Learner-led: At TORSH, we treat educators and providers like the professionals that they are, and we support and appreciate their agency. The vast majority of our privacy settings are designed to give our users an immense amount of control over what they share, when they share it, and with whom they share it. Our workflows are built in such a way that monitors and coaches can create, modify, adjust and comment on learner goals, observations, or projects



that are created by or for them. The net effect of all of this is that in TORSH Talent, each user can help drive their own learning and growth in very specific and profound ways while also being keenly supported by their monitors and/or coaches.

b. Summary of Relevant Experience

- i. 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.

1. See Attachment 1, "Summary of Relevant Experience"

- ii. 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.

1. N/A

c. Personnel Listing

- i. 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.

1. Angela Daliet (See Attachment 2, "Angela Daliet Previous Resume") is TORSH's Business Development Director for the Early Childhood Division and will serve as the City of Waterbury School Readiness Program's Account Manager. Angela is a passionate education advocate dedicated to improving outcomes for the most vulnerable of our communities and has successfully led the expansion of TORSH's Early Childhood Division for almost three years now. After earning her B.S. from the University of New Orleans, Angela successfully worked as an investment advisor and financial planning coach for several years. Upon learning her children's public school had no immediate plans to reopen post-Katrina, she established the non-profit Save Our Schools NOLA to help leverage students, parents, teachers, and residents as informed, effective advocates for equitable access to local, high-quality schools and programs. Angela has become an established community leader who has worked tirelessly over the years, both inside and outside the classroom, to develop and support students, teachers, and school leaders across the nation. Angela eagerly combines her experience, passion, and expertise with TORSH technology to help organizations significantly improve the effectiveness of educators, caregivers, and interventionists to ensure better outcomes for children.

2. Carrie Xaisongkham (See Attachment 3, "Carrie Xaisongkham Previous Resume") will serve as the City of Waterbury School Readiness Program's TORSH Customer Success Manager. Carrie has successfully led our Customer Success Department for over a year now and consistently receives stellar survey ratings and feedback from all of her

customers. Carrie eagerly assists TORSH Talent admins and users in utilizing the platform to its fullest potential. Born in Kansas and raised in southern Louisiana to refugee parents, Carrie recognizes the significance of having access to good education, and she is dedicated to having an direct impact in making it more accessible to all by empowering educators to make data-driven decisions in their practice. Carrie has a background in hospitality and restaurant management and combines her tenacity with her extensive customer service experience to provide a positive and knowledgeable customer journey with TORSH. Carrie holds a Bachelor of Science in Chemical Engineering from Louisiana State University and always exceeds customer expectations.

d. Conflict of Interest

i. N/A

3. Statement of Qualifications and Work Plan

a. Qualifications

TORSH has the experience, expertise, capabilities, and qualifications to meet the requirements and expectations for the City of Waterbury and its School Readiness Program as set for within RFP #7257 and outlined within this proposal. Since launching TORSH Talent over ten years ago, TORSH has rapidly established a strong position in the professional learning and development marketplace by delivering a differentiated, superior product at a competitive price. TORSH Talent has garnered tremendous positive feedback from clients and received accolades for its ease of use, clean intuitive user interface, robust feature set, and technological innovations. While we are proud of what we have built to date, TORSH is committed to maintaining TORSH Talent's position as the premier online educator professional learning and development platform with a focus on coaching, observation, monitoring, assessment, feedback, and collaboration. As such, we will continue to rapidly iterate and deploy a variety of features and enhancements that will continue to empower and delight our users.

TORSH Talent is an online coaching and learning software platform that has been proven as ideal within early childhood coaching programs based on its comprehensive tools and features and its easy to use interface. Our platform was built by education-minded developers which translates into features that can be accessed in numerous ways to accommodate for different adult learning styles, varying intuitive and problem-solving strategies, and little technical knowledge and understanding. TORSH Talent's Mobile App provides easy platform access and is a gamechanger for busy and student-focused educators and providers. Our Mobile App automatically compresses and uploads videos into the TORSH Talent FERPA-compliant platform without any lag or wait time for users. It easily streamlines recording, uploading, and even provides for automatic sharing so educators can stay focused on their students. The Web and Mobile App features mean users can quickly and easily record and upload their interactions and activities videos and share with coaches, colleagues, and monitors from a variety of

electronic devices such as desktop/laptop computers, iPads, Tablets, smartphones, etc. The TORSH Talent platform captures and catalogs all platform interactions and coaching activities and compile that data into easy to read, customized reports to allow for administrators and coaches to track data at the user, program, and community level while providing evidence-based feedback and direction. The platform has easy-to-recognize icon and customizable labels so that each program can ensure users the ability to self-navigate with a low learning curve.

TORSH Talent is currently deployed in more than 1,600 schools and early childhood learning centers across 36 states within a variety of partnerships with districts, CMOs, state and regional education agencies, as well established professional development organizations and higher education institutions. A few of our customers within the early childhood space include Consolidated School District of New Britain School Readiness Program, Hawaii Charter Commission's Early Learning Program, Michigan Early Childhood Investment Corporation, Florida Department of Health Early Steps Division, Illinois Kindergarten Individual Development Program, Acelero Early Learning, Start Early Early Learning Leaders Fellowship Program, Illinois Center for Early Childhood Professional Learning, Indiana SPARK Early Learning Labs, and Child360 Quality Start Los Angeles Program.

TORSH has a proven strategy for onboarding, training, and ensuring ongoing partnership success with all of customers by developing a roadmap for use and providing both an Account Development Manager and Customer Success Manager throughout the lifetime of our partnership. Our Account Manager will regularly helps develop your roadmap for use and meets with your Account Manager to ensure our partnership is meeting your expectations and on your journey to success. Our Customer Success Manager will help your platform users understand your use plan roadmap and provide their onboarding, training, and ongoing support. Our Tech Support team will always and timely respond to any of your users technical issues and questions.

TORSH Talent is FERPA compliant and provides unmatched security and a platform that scales from a small team to a geographically diverse network. Our platform meets all federal and state laws and regulations governing the services outlined within this RFP scope of services and this proposal. All user passwords are securely stored and transmitted using SRP (Secure Remote Password protocol), a protocol that is widely used by a variety of organizations (including a range of large universities) due to its ability to resist both passive and active network attacks while still allowing secure remote authentication of short human-memorizable passwords. Our physical infrastructure is hosted and managed within Amazon's secure data centers and utilize the Amazon Web Service technology (AWS). Amazon continually manages risk and undergoes recurring assessments to ensure compliance with industry standards. Amazon's data center operations have been accredited under: ISO 27001, SOC 1/SSAE 16/ISAE 3402, PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). Amazon has many years of experience in designing, constructing and operating large scale data centers. Physical access to their data centers is strictly controlled and authorized staff must pass two-factor authentication no fewer than three times to access data center floors. All physical and electronic access to data centers by Amazon employees is logged and audited routinely. On top of our AWS infrastructure we utilize another third party that

provides additional security measures, including firewalls, DDoS mitigation, spoofing and sniffing protections, and port scanning. Penetration tests, vulnerability assessments and source code reviews to assess the security of applications, architecture and implementations are routinely performed and network protection best practices applied.

b. Work Plan

Upon an executed contract, your TORSH Business Account Manager, Angela Daliet, will lead the development of your personalized "TORSH Talent Use Plan" in collaboration with the City of Waterbury's School Readiness team. This Use Plan will document the platform features your users will ultimately integrate and utilize within their processes and serve as a roadmap for your tailored onboardings, trainings, and ongoing administrative support to ensure efficiency and sustainable, long-term partnership success. Typically, your TORSH Business Account Manager will first electronically share a guide to help the team prepare to develop your "TORSH Talent Use Plan" which will include a Sample Launch Timeline Overview and Sample Use Plan based on Use Case information obtained from the team prior to our first meeting with some demonstration and instruction videos for testing features and their use.

Once our teams collaboratively finalize the City of Waterbury's School Readiness Program's TORSH Talent Use Plan, typically during a one hour meeting, we will then identify your internal City of Waterbury School Readiness Program TORSH Talent platform admins and schedule their introductions and onboarding with your TORSH Customer Success Manager, Carrie Xaisongkham. Following the admin onboarding, your Customer Success Manager will then conduct additional onboarding meetings for the rest of your users, typically organized by role type (i.e., coach/monitor onboarding and educator/provider onboarding). During these training sessions, we focus specifically on your Use Plan to ensure simplified, scaffolded learning with a focus on just the relevant platform features which were planned for integration within each user's specific work flows. In addition to video meetings and webinars, we also support onboarding efforts with a set of written materials that we deliver to a client's administrator that includes the information that was delivered in the onboarding meetings. We provide the written materials in digital format in the Help Center of the TORSH Talent platform along with a library of "how-to" videos and documents on how to use the platform which is accessible to any user at any time, 24 hours a day, 7 days a week. After your Customer Success Manager plans and executes all onboardings and trainings, they will also set up an ongoing partnership success check-in schedule, in collaboration with the School Readiness administrators. Finally, TORSH Talent contains (and will continue to add) a series of easily accessible training videos and documents to help users quickly develop the knowledge and skills to effectively use all components of the platform, and users always have access to a help and tech support desk where they can ask questions about using the platform via live chat and email.

The following are descriptions of TORSH Talent features and benefits which will likely be utilized and integrated within the City of Waterbury School Readiness Program's Use Plan and current processes:

i. **"One Click" Mobile App:**

Compatible with both iOS and Android devices, the TORSH Talent Mobile Application facilitates "one touch", easy-to-use video capture and upload. With TORSH Talent's "one click" mobile app, any user, whether novice or expert, can record videos of any length, which are then automatically and seamlessly uploaded to that teacher's private account in the cloud on TORSH Talent. Video recordings are automatically compressed before transfer to increase upload speeds and limit bandwidth usage. Users can also use their webcam to directly record and upload videos to the TORSH Talent platform. After logging into their account, users can select "upload from webcam" to begin instantly recording and uploading video directly to the platform. Additionally, users can upload and share links/URLs in a similar function to uploaded videos and files. Users also have the option of embedding videos, such as YouTube videos, directly into the platform from a variety of external sources. Recordings and feedback can be submitted anytime and from anywhere in the world. All that is required is a connection to the internet via WiFi or cellular data. We are also in the process of releasing our newest updated mobile app, which will allow users to conduct observations and provide feedback from their mobile device or tablet.

ii. **Zoom Integration:**

The Zoom Integration Is a simple video conferencing feature that allows your users to create a live virtual video connection within their TORSH Talent platform to easily support one-to-one and one-to-many style virtual meetings with the added benefit of auto recording and saving files within your TORSH Talent platform. It is a key feature that includes most of the standard Zoom Pro, Business, and/or Enterprise components, such as simultaneous chat, screen sharing, and recording. The feature helps mentors, mentees, and/or peers easily plan together, co-create, group discuss, and maximize utilization of TORSH Talent platform tools during video calls. This feature enables users to effectively collaborate with peers and teams around artifacts stored within the platform such as classroom or family interaction videos, lesson plans, behavior management scaffolds, best practice resource library collections, professional development powerpoint presentations, or program quality standards digitized word documents with the ability to automatically record and review the interactions. This integration helps overcome multiple technology sign ons and accessibility points to leverage TORSH Talent platform data insights with peers and mentees without ever leaving the platform and is more convenient and simpler set up for Administrators versus setting up individual external Zoom user accounts.

iii. **Scheduling/Calendar Integration:**

Users can easily schedule in-person or video-based calls and meetings directly within TORSH Talent using the Scheduling/Calendar Integration. The scheduling tool is fully compatible with Google Calendar and events can also be exported to other calendars, such as Yahoo, Outlook, and Apple, to facilitate seamless scheduling and auto-reminders from within the platform using standard calendar event data links.

iv. **Coaching Corner Dashboard, Web Portfolios, & Tools:**

The TORSH Talent Coaching Corner feature is an easy to use, digital portfolio with a suite of critical tools that helps you better manage and support your mentees in one convenient place. Coaching Corner improves the coaching experience for both mentors and mentees while overcoming the common challenges of lack of time and distance. Educator needs are becoming more complex and TORSH Talent helps streamline and expand the role of the mentor whether delivered through traditional in-person activities or virtually via online interactions. Coaching Corner is a digital portfolio that gathers everything a mentor needs to manage and support their mentees in one convenient place. This module aggregates workflows, activities, interactions, goals, artifacts, assessments, and data that are important in the process of developing, supporting, and providing structured feedback to mentees. These tools, whether used in-person or remotely, simplify and enhance the coaching process while allowing you the ability to easily scale up your coaching efforts. In addition to providing a simple and straightforward workflow, optimized for feedback and coaching, the Coaching Corner feature allows organizations to: Conduct in-person and video based observations and evaluations, assess educator strengths and weaknesses aligned with customized observation frameworks/rubrics, create goals and monitor progress in segments or over time, organize feedback and associated artifacts and resources into automatically organized web portfolios, track coaching dosage, frequency and effectiveness via custom coaching logs, produce detailed data reports across individuals, schools, districts and custom groups.

The Coaching Logs component are activity logs that can be utilized pre and/or post interactions to capture key data points such as time spent together, items discussed, tasks completed/planned, resources shared, practices reviewed, and other essential evidence gatherings. Coaching logs are provided by the client and preloaded into the client's platform.

Goals and Action Steps can be created, managed and updated (In Progress, Mastered, etc.) for all users. User progress against goals can also be measured and tracked over time. Users can also add action steps and tag goals to competencies and/or create Goal Templates for consistency and to save time. Mentors can set due dates and tag goals to competencies aligned with the clients' frameworks and rubric. To provide additional support, mentors can attach files, videos, past observations, URLs, and action items directly within this feature.

v. **Video Collaboration & Feedback:**

After utilizing the "one click" mobile app or webcam to easily and quickly record and upload videos of learning and practice implementation for coaching and monitoring, the TORSH Talent Video Collaboration & Feedback feature set enables users to add time-stamped, evidence-based comments directly on the video. These comments can be added by the mentee as self-reflection, by peers for collaboration, and/or by mentors/monitors for feedback. Users can leave text

or audio comments directly on the video itself, with a time-stamp provided in both the running comment box as well as along the video's playback timeline. Clicking on either the visual indicator along the timeline or the comment itself in the comment box will jump to the exact moment in the video where comment was added to save time and align collaborators.

Users can also utilize the Comment Tags feature which are customizable, pre-set markers that can be used to track behaviors tagged in a video by typing the hashtag symbol ("#") and selecting from the dropdown options. A user can filter comments to show only certain comment tags by clicking on any of the comment tags within the comment box.

Users can also utilize the Rubric Tags feature which allows a user to mark a specific moment in the video with a specific domain, dimension, or standard from an Observation Framework or Rubric. This is great for informal observations in which a reviewer wants to leave feedback that is tagged or aligned to a rubric. A user can filter comments to show only rubric tags by clicking on any of the rubric tags within the comment box.

Of course, users can also simply utilize the Notes feature while watching a video to capture freehand private or shared notes.

vi. **Observations:**

The Observation tool within TORSH Talent allows for users to observe a mentee or peer while simultaneously and easily documenting Observation notes and responses to specific questions within an Observation Frameworks or Rubrics Form. These Frameworks/Rubrics Forms are customized according to each customer's needs or models and can be used to track educator growth and progress over time. Observations can be used for self reflection when users via the TORSH Talent Self Assessments feature, or mentors and peers can complete an Observation of another user. These Observations can stand alone and reflect in-person assessments, or they can be completed on videos or documents that a user shares within TORSH Talent to facilitate asynchronous assessment or to help mentors and monitors normalize assessment on a baseline.

Although TORSH supports formal evaluation processes, TORSH was designed primarily for continuous coaching and feedback models. On a day-to-day basis, TORSH Talent provides educators with tools and services that help them capture and reflect on their own instructional practices, enable them to collaborate with mentors and peers, allow them to collect relevant classroom data about student engagement in order to measure the effectiveness of classroom instruction, and work with observers who can coach and provide on-demand advice that helps educators better understand how to meet the individual needs of their students.

Monitors and Observers can conduct observations of a user either in person or via video. Custom rubrics/frameworks provided by clients are pre-loaded into the client's platform. Observations can be informal, formal, structured, unstructured, on cycle, or off cycle. Unstructured feedback is typically provided without the aid of a rubric or framework and can be as simple as jotting down simple or more

detailed notes to accompany a time-stamped video or an in-person observation. Structured feedback is typically provided in conjunction with a rubric or framework. Evaluators, district administrators, and staff being evaluated can upload artifacts, including files (i.e., lesson plans, student work, videos, photos, audio, or links to URL resources), to evaluation records. In addition to uploading files from a computer, tablet or phone, we also integrate with Google Drive, DropBox, One Drive, and more, to ensure seamless uploading of documents and files. Linked resources can include both internal documents or videos from a user's repository and external resources like web pages, documents, or videos. Observers/evaluators have access to additional tools to conduct in-depth classroom observations. The tools available to evaluators/observers consist of the following:

Customers have the ability to upload a variety of Observation Frameworks/Rubrics that are then converted to digital forms by our Customer Success team. The TORSH Customer Success team provides unlimited digitization of custom Observation Frameworks, Rubrics, and Evaluations. Customers can manage access to their multiple Observation Frameworks/Rubrics which can each be used for different purposes and different user roles. Clients can personalize and or add comment boxes to any aspect of a rubric for streamlined data and evidence collection. For example, you can determine if an Observation Form is scored or unscored. If it is scored, you can also determine if the score is numeric or non-numeric. You can also determine if a mentor or monitor can see a score, but the person being observed only sees feedback.

TORSH provides quite a bit of flexibility in how custom forms are used on our platform. Observations can be informal, formal, structured, unstructured, on cycle, or off cycle. The observation can be shared with other mentors for additional feedback and or collaboration to assess inter-rater reliability. Once an Observation is completed, the system generates a PDF of the completed observation/evaluation, which can then be printed and or saved to an external folder and system. Once the mentor completes and shares the Observation, TORSH Talent notifies the user via email that the observation is complete and provides a link that directly takes the user to the completed observation. All of the data and typed information captured in rubrics can be accessed through our Insights reporting tool.

vii. **Insights Custom Data Reporting Suite:**

TORSH Talent provides a data-driven approach to gauging performance and efficiently evaluates information collected directly from the user's Talent account. TORSH Talent automatically captures and catalogs all interactions that are generated by users. The Insights feature compiles this data into useful reports that help you gain perspective into what educators are doing, how their learning is progressing, and what is working for them in their classrooms. These built-in reports allow an administrator to track data at the user level, school level, and the district/network level. We are continually adding new and custom reports to meet



your latest requirements.

All interactions, activities, and actions within TORSH Talent are tracked and organized for the purpose of generating reports via our Insights Reporting Suite. The TORSH Talent Insights Reporting Suite module is capable of ingesting, storing, and generating any type of data that is thrown at it. TORSH Talent not only collects performance data (data based on customized observation/evaluation forms) but also collects a host of activity data that can be hugely valuable in understanding what kind of learning is happening within the TORSH Talent platform. These reports allow customers to track data at the user level, program level, school level, district level, and/or the region level. Data can be accessed via our built-in reporting tool and data dashboard, exported as raw data, or programmatically extracted via our Insights API.

Mentors can use the Insights reporting tool within TORSH Talent to view reports on how scores on Observations change over time to get a top level view of whether users are improving on the metrics measured by the Observations. Once data has been captured in a form, that data can be accessed and viewed by the appropriate users via our Insights reporting module. The data is displayed within the platform as highly engaging visual graphs/charts, but it can also be easily exported as raw .csv files.

viii. **Community Forums:**

TORSH Talent is proud to support our community of educators with the straightforward, user-friendly Community Forums feature which can be private, one-to-one, group, and/or entire community. This informal collaboration tool is a great way for users to pose and answer questions, as well as participate within formal or informal discussion threads among their peers. A comprehensive directory allows you to include anyone using Talent into a Sharing Circle to address a specific topic or group.

ix. **Resource Library:**

TORSH Talent allows you to curate collections of Resources and/or Exemplars within its Library feature. These Resources can be helpful tips and/or examples of great practice videos, files, and/or urls provided by mentors and/or mentees. The Resource Library is designed to be curated by mentors with the ease of self-navigation by mentees to help supplement their learning and understanding with real, practical and useful resources. Exemplar videos can be supplemented with time-stamped prompts to engage educators in meaningful conversations around practice as well as contain tags and metadata that make them easy to find in the exemplars library. Users can filter, sort and view videos according to certain attributes, including subject, focus area, and grade level. Admins and coaches can decide to designate certain exemplar videos as "public" thereby making them available to users outside of TORSH Talent for viewing.

TORSH Talent allows you to create a tailored collection of artifacts that can be highlighted and replicated throughout your organization or network. Compile a library of videos, audio, documents, or presentations that are unique to your

organization. This is a great way to capture and share benchmarks for excellence with your personnel. Group them any way you wish and control who has access to them and when.

c. Services Expected of the City

The nature and scope of services generally required of the City of Waterbury School Readiness Program to undertake this project would be participation in the following activities to develop and utilize your personalized "TORSH Talent Use Plan" as previously described in 3.b. Work Plan:

- i. Review TORSH's provided Sample Launch Timeline Overview, Sample Use Plan, and demonstration and instruction videos for testing features and their use, as well as provide any pertinent Use Case information requested from TORSH.
- ii. Collaborate with TORSH Team to finalize the City of Waterbury's School Readiness Program's TORSH Talent Use Plan, typically during a one hour meeting, and identify your internal City of Waterbury School Readiness Program TORSH Talent platform admins and schedule their introductions and onboarding with your Customer Success Manager.
- iii. Following the admin onboarding, have the rest of your users participate in live virtual and/or recorded onboarding and/or training meetings as planned together.
- iv. Have your City of Waterbury School Readiness Program TORSH Talent platform admins set up and participate in ongoing partnership success check-in meetings with your Customer Success Manager, as needed throughout the lifetime of our partnership.

4. Cost Schedule

- a. See sealed envelope as Attachment 4, "Confidential: Cost Proposal".

5. Failure to Complete Work, Default and Litigation

- a. Have you ever failed to complete any work awarded to you? If so, where and why?  
No, TORSH has never failed to complete any work awarded to our firm.
- b. Have you ever defaulted on a contract? If so, where and why?  
No, TORSH has never defaulted on a contract.
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.

No, there is no pending litigation against TORSH which could affect your organization's ability to perform this agreement.

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

No, our firm has not had a contract terminated for cause within the past five years.

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

No, our firm has not been named in a lawsuit related to errors and omissions within the past five years.

- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

No, our firm has not filed for protection under the Federal bankruptcy laws during the past seven years.

- 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?

No, there are no other factors or information that could affect our firm's ability to provide the services being sought about which the City should be aware.

## **6. Exceptions and Alternatives**

- a. Regarding the Section H Conditions #14, which states, "*The proposer must accept the City's standard agreement language*", TORSH would like to gain more clarity around specific language within the sample as some language does not seem relevant or pertinent to this RFP and/or subsequent contract. Therefore until such clarity can be discussed, TORSH wishes to take exception to this requirement at this time.

## **7. Additional Data**

- a. N/A

## **8. Conditions**

TORSH acknowledges and is willing to adhere to the following conditions:

- a. 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.
- b. 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.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. 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.

- e. 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.
- f. The proposer certifies 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.
- g. 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.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.

- n. 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.

## ANNUAL STATEMENT OF FINANCIAL INTEREST

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)  
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



N/A

(Service or Commodity Covered by Contract)

N/A

(Term of Contract)

N/A

(Service or Commodity Covered by Contract)

N/A

(Term of Contract)

N/A

(Service or Commodity Covered by Contract)

N/A

(Term of Contract)

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)  
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



N/A

(Service or Commodity Covered by Purchase Order)

N/A

(Date of Purchase Order)

N/A

(Service or Commodity Covered by Purchase Order)

N/A

(Date of Purchase Order)

N/A

(Service or Commodity Covered by Purchase Order)

N/A

(Date of Purchase Order)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**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**



N/A

(Name of Official)

N/A

(Position with City)

N/A

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

N/A

(Name of Official)

N/A

(Position with City)

N/A

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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.

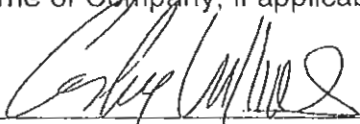
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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.

TORSH, INC

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

05/09/2022

Date

COURTNEY WILLIAMS

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



## DEBARMENT CERTIFICATION

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

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

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

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

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

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

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

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

**Certification**

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

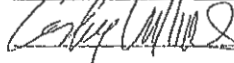
Full Legal Name and address of Recipient Vendor, or Contractor:

IORSH INC  
701 LOYOLA AVENUE #52377  
NEW ORLEANS, LA 70152

Print Name and Title of Authorized Representative:

COURTNEY WILLIAMS CEO

Signature of Authorized Representative:



Date: 05/09/2022

## DISCLOSURE OF OUTSTANDING OBLIGATIONS

**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 LOUISIANA

SS.: \_\_\_\_\_

County of ORLEANS

COURTNEY WILLIAMS, being first duly sworn, deposes and says that:

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

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

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

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

  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

## CITY OF WATERBURY

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

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

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

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

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

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

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

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

	Organization Name	Address	Type of Ownership
1	TORSH HIPAA SECURE INC.	701 LOCUST AVE #5217 NEW ORLEANS LA 70112	WHOLLY OWNED SUBSIDIARY
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 COURTNEY WILLIAMS	OWNER & CEO	03/17/1970	53.8%
2 NOT FOR NOTHING LLC	OWNER	N/A	35.4%
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 FORSH, INC	DELAWARE	NEW ORLEANS
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

COURTNEY WILLIAMS  
\_\_\_\_\_  
Name of Corporate Signatory  
701 LOYOLA AVE. #52377  
NEW ORLEANS, LA 70152  
\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

By: Courtney Williams  
\_\_\_\_\_  
Name of Authorized Corporate Officer

Its: \_\_\_\_\_ CEO  
\_\_\_\_\_  
Title

**CITY OF WATERBURY**

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

State of Texas )

) SS

County of Dallas )

COURTNEY WILLIAMS being duly sworn,

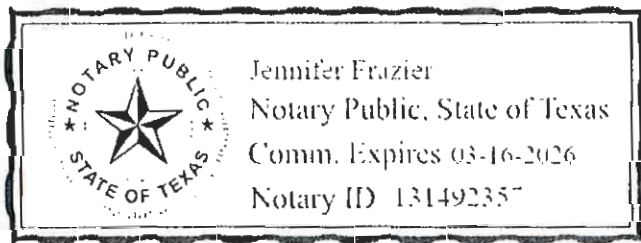
deposes and says that he/she is CEO of TORSH, INC and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 09th day of May 2022

*JF*

(Notary Public)

My Commission Expires: Mar 16, 2026



Notarized Online with NotaryLive.com

This document is supported by

Signature	
Date/Time	
Issue Certificate	
Serial No.	
Metros	

## **ATTACHMENT 1, SUMMARY OF RELEVANT EXPERIENCE**

## ATTACHMENT 1, SUMMARY OF RELEVANT EXPERIENCE

[illegible]







**ATTACHMENT 2, ANGELA DALIET PREVIOUS RESUME**



# ANGELA M. WATSON DALIET

7621 FIELDSTON ROAD | NEW ORLEANS, LOUISIANA 70126  
M 504.416.3146 | F 504.309.0115 | ATEAMANGELA@GMAIL.COM

## SKILLS & ABILITIES

*Passionate education, business, and community advocate dedicated to improving outcomes for all New Orleanians, no matter their background, beliefs, or circumstances*

*Talented leader uniquely capable of fostering and motivating effective collaborations, partnerships, and teams amongst unaligned individuals and organizations*

*Creative, energetic, achiever personality with exceptional communication skills and a systemic approach to attaining objectives and resolving complicated issues*

*Flexible, detail-oriented director distinctively experienced with large-scale program management, multi-layered operations/systems, people/leadership development, fundraising/sales, public relations/communications, and budgeting/financial forecasting*

## CAREER EXPERIENCE

### **Owner/Consultant, A-Team Consulting LLC (Oct 2010 – Present)**

*Launched and manage consulting firm, which partners with small and large for-profit and non-profit organizations with goals of ensuring client's long-term value and sustainability by providing three distinct styles of services (Technical Assistance, Training, and Expert Advice) across five broad categories (Strategy, Finance, Development, Operations, and Communications), beginning from conceptualization to implementation and measuring results where general responsibilities include: soliciting clients, creating and implementing individualized proposals and contracts to meet client's unique needs, developing innovative revenue-generating, mission-based programs and products, designing professional development and team-building sessions, evaluating and improving operational structure, policies, and procedures, identifying and implementing data tracking and analysis systems, facilitating strategic, operations, development, marketing, and financial planning, conducting public relations and media trainings, coaching leaders and managers toward better efficiency, effectiveness, and mission alignment, expanding both internal and external communications, marketing, and branding, and providing general start-up, mid-growth, and high-volume business related services.*

### **Program & Curriculum Design/Academic & Peer Coach/Adjunct Professor/, Delgado Community College, Adult Education Program (Apr 2018 - Present)**

*Design, develop and deliver training for new and existing programming and curriculum to improve and align with current and emerging academic, career, and industry needs; Provide peer-to-peer and academic/career planning coaching for program staff and students to develop, guide and support them on their most efficient path to reaching program and individual goals; Implement a program of instruction for students who need skills remediation in various courses to adequately prepare them for college and career.*

**Business & Operations Director, Wheatley School (Apr 2014 – Aug 2015)**

*Served as a senior member of school leadership team for one (expanded) year contract directing a team of ten for all business, operational, and day-to-day administration functions; Managed entire facility and all logistics of newly-constructed, multi-million dollar building; Financial administrator and overseer of \$8,000,000 budget; Implemented and supervised all third-party contracts; Coordinated complex transportation and food delivery systems; Handled all staff recruitment, training, professional development and exit procedures; Maintained integrity and accuracy of all student data and records; Acted as school's first point of contact for parents, community, media, funders, and vendors.*

**Founder/Executive Director, Save Our Schools NOLA (Oct 2005 – Jan 2014)**

*Conceived and established non-profit to address youth development, engagement, education, and recreation in New Orleans post Katrina; Developed working board of directors, annual strategic plan, stable operating budget of over \$1,000,000, and threefold platforms of work with aligned objectives; Defined and developed staff responsibilities, roles, and accountabilities while managing and leveraging part time, full time and contractual staff of 15 with volunteer force of 150+ with community organizing skills, training, and development opportunities; Designed and implemented operational structure, projects, programs, and services within work platforms with measurable benchmarks and outcomes based upon established theory of change with appropriate evaluation criteria; Created and maintained website and web-based publicly accessible interactive online database of public school information; Developed organizational brand and marketing campaigns with logos, slogans, newsletter, blog, public relations materials, advertisements, and social media sites; Organized partnerships with national and local non-profits, foundations, corporations, and individuals; Established development strategies including membership drives, corporate sponsorships, special events, and annual fundraisers; Served as spokesperson and liaison to and from community to create support for youth development programs with city/state leaders and legislators, building broad coalitions and campaigns amongst unaligned communities and individuals; Worked with partners to develop city and state level strategic legislative advocacy strategy with national implications; Maintained relationships with key school, community, and business leaders, vital stakeholders and major donors to ensure effective, sustainable movement.*

**Financial Advisor/Consultant, Ameriprise Financial, (Jan 1998 – Jul 2007)**

*Created, delivered, and implemented investment proposals and financial advice; Tracked and analyzed investment portfolios based on objectives, performance, risk tolerance, along with other volatile variables; Produced marketing plans and established top producing planning practice; Created, implemented, modified and managed systems for organization, prioritization, efficiency, and tracking; Developed and monitored business plan, accounting of business and statements of work for advisors and staff; Provided leadership for and conducted evaluations of staff and advisors; Managed client, staff and corporate office requests while identifying solutions in fast-paced environment; Operationally integrated complex and ever-changing federal compliance rules; Served as consultant to other advisors providing innovative, highly sought-after models, systems, expertise, knowledge and training, tailored to their practices for increased productivity, consistency, efficiency, tracking, proactive compliance procedures, analysis ease, productive management structure, and manageable services.*

**EDUCATION  
& LICENSES**

SERIES 7, General Securities Registered Representative License (1998)  
SERIES 63, General Securities Order Solicitation License (1998)  
LIFE, HEALTH & VARIABLE ANNUITIES License (1998)  
BACHELOR OF SCIENCE, General Studies (December, 1997)  
University of New Orleans – New Orleans, Louisiana

**HONORS  
& RECOGNITION**

YOUNG LEADERSHIP COUNCIL CITY ROLE MODEL AWARD WINNER, August 2013  
NEW ORLEANS MAGAZINE PEOPLE TO WATCH, September 2010  
CITYBUSINESS WOMEN OF THE YEAR HONOREE, October 2009  
CBNO/MAC BRYAN BELL FORUM EMERGING COMMUNITY LEADER, August 2009  
NPN BEST EDUCATION ADVOCATE TRUMPET AWARD, December 2008  
KEYNOTE SPEAKER with Governor of Arkansas for Anniversary of Women's Emergency Committee of Little Rock, November 2008  
NEW ORLEANS 100 SOCIAL CHANGEMAKERS, August 2008  
NEW ORLEANS LIVING MAGAZINE HELPING HANDS ARTICLE SUBJECT, June 2008

**COMMUNITY  
SERVICE**

"OFFICE HOURS" CONSULTANT VOLUNTEER, THE IDEA VILLAGE  
COMMUNITY CONSULTANT VOLUNTEER, BOYS & GIRLS CLUB WESTBANK  
MONTHLY VOLUNTEER, GRACE AT THE GREEN LIGHT  
BOARD MEMBER, CRESCENT CITY CHRISTIAN YOUTH CAMP  
BOARD MEMBER, ST. ROCH PLAYGROUND BOOSTER CLUB  
FORMER BOARD MEMBER, ORLEANS PUBLIC EDUCATION NETWORK  
FORMER TREASURER OF DIRECTOR BOARD, NEIGHBORHOOD PARTNERSHIP NETWORK

**REFERENCES**

FLOZEL DANIELS JR. CEO & PRESIDENT, FOUNDATION FOR LOUISIANA  
GINA SWANSON, NEWS ANCHOR, WDSU  
CEDRIC RICHMOND, U.S. CONGRESSMAN, 2ND DISTRICT OF LOUISIANA  
TIMOLYNN SAVIS, DIRECTOR OF COMMUNITY, INSPIRENOLA

**ATTACHMENT 3, CARRIE XAISONGKHAM PREVIOUS RESUME**

# CARRIE XAISONGKHAM

HOSPITALITY  
PROFESSIONAL/  
ENGINEERING  
BACKGROUND

## CONTACT

(337) 577-1920

CXAISONGKHAM@GMAIL.COM

## PROFILE

I am a recently displaced hospitality professional looking to apply the transferrable skills I've acquired from engineering and restaurant management to launch into a new and fulfilling career.

## SKILLS

- Familiarity with SQL, Wordpress, HTML/CSS
- Experienced in verbatim transcription and legal transcript proofreading
- Typing speed 75 WPM
- Highly proficient in Google Apps like Google Calendar, Google Forms, and Google Docs
- Quick learner who thrives in high growth situations
- ServSafe Certified

## REFERENCES

Available upon request

## EXPERIENCE

### SERVER, FOOD & BEVERAGE

LAUREL OAK, NEW ORLEANS | NOV 2019 - MAR 2020

- Assisted customers in order selection, recommended specific menu items, and ensured prompt, accurate service
- Ensured high guest check averages by suggesting and selling additional food and beverage items
- Continually visited guest tables to promote inviting and attentive service
- Provided direct assistance to bartender and hotel staff

### GENERAL MANAGER, FAST CASUAL RESTAURANT

CITY GREENS, NEW ORLEANS | OCT 2013 - NOV 2019

- Began career as a cashier and worked up to general manager position
- Opened two new restaurant locations in 2016 and 2019
- Responsible for recruiting, hiring, and training all employees
- Acted as line of communication from CEOs to employees and vice versa
- Maintained restaurant costs and inventory
- Experienced in reading and interpreting P&Ls to make business decisions

### VOLUNTEER RESEARCH INTERN, NONPROFIT

LOUISIANA BUCKET BRIGADE, NEW ORLEANS | APR 2012 - JAN 2013

- Performed research regarding local refinery emissions using data provided from Louisiana Department of Environmental Quality database
- Assisted in community outreach programs through grassroots efforts
- Designated assistant volunteer coordinator for 2014 Earth Day festival

### DATA ENTRY, STUDENT WORKER

LSU STUDENT AID, BATON ROUGE | APR 2012 - JAN 2013

- Created and organized large sets of student data on Microsoft Excel
- Maintained filing systems and student database
- Kept track and updated student worker payroll
- Created and sent office correspondences for supervisor via email
- Nominated for Student Worker of the Year in 2012

## EDUCATION

### BACHELOR OF SCIENCE IN CHEMICAL ENGINEERING

LOUISIANA STATE UNIVERSITY, BATON ROUGE | 2009 - 2013

**ATTACHMENT 4, CONFIDENTIAL: COST PROPOSAL ENVELOPE**





**5Yr/100User Price Quote**  
**for Waterbury School Readiness on 05/10/2022\***

\*Valid for 30 Days

Dates	Term (Years)	Cost/License/Year	# of Licenses	Total
07/01/2022 - 06/30/2027	5	\$109.44	100	\$54,720.00

<b>Grand Total:</b>	<b>\$54,720.00</b>
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**Per License Pricing Breakdown**

Tier of Service	Cost per License
TORSH Talent Premium	\$ 160.00
Add-Ons	
Zoom Integration	Free
<b>Standard Cost per License</b>	<b>\$ 160.00</b>
Less Volume Discount	10.00% \$ (16.00)
Less Multi-Year Discount	20.00% \$ (28.80)
Less Lagniappe Discount	5.00% \$ (5.76)
<b>Total Cost per License</b>	<b>\$ 109.44</b>

**Tiers of Service**

Tier		Monthly**	Annually**
BASIC ( <a href="http://www.torsh.co/talent-tier/basic">www.torsh.co/talent-tier/basic</a> )	\$	9.90	\$ 99.00
PREMIUM ( <a href="http://www.torsh.co/talent-tier/premium">www.torsh.co/talent-tier/premium</a> )	\$	16.00	\$ 160.00
<b>ADD-ONS - Add-Ons can be added to any tier of service</b>			
Custom Workflows	\$	2.00	\$ 20.00
Custom LMS Integration (Blackboard, Canvas, Sakai)	\$	1.50	\$ 15.00
Single Sign On/API Integration	\$	1.50	\$ 15.00
Insights API	\$	1.50	\$ 15.00
Network Architecture	\$	0.50	\$ 5.00
edTPA portfolios	\$	0.50	\$ 5.00
Zoom Integration		Free	Free

\*\*All prices are listed per user

**Volume Based Pricing\*\*\***

100 Users or more	10%
500 Users or more	15%
1,000 Users or more	20%

\*\*\*Volume based discounts do not apply to TALENT BASIC unless there are 1,000 licenses or more

TORSH INC.  
 701 Loyola Avenue, #52377  
 New Orleans, LA 70152  
 Contact: Jamal Brown  
 Email: [finance@torsh.co](mailto:finance@torsh.co)  
 Phone: 504-684-7940  
 TIN: 45-3559243

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

**Contract Recipient or Vendor Name:** Torsh , Inc.

**Requesting Department:** BOE

**Department Contact:** Jerry Gay

**Description of Work To Be Performed:** Teachers Coaching  
Software Web-based

**Estimated Contract Duration and End Date:** 1 year

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**Date Reviewed:** 8/1/22

**Insurance Certificate Term:** 4/6/22-4/6/23

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

**Certificate Meets Insurance Specifications:** Yes

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

**Comments:**

**Approved:** Yes

 8/1/22

**Risk Manager or Authorized Designee**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2022

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 1615 Poydras St., Suite 700 New Orleans LA 70112		<b>CONTACT NAME:</b> Katy Green, ACSR, CISR <b>PHONE (A/C, No, Ext):</b> 504-581-3334 <b>FAX (A/C, No):</b> 504-587-0766 <b>E-MAIL ADDRESS:</b> Katy.Green@alg.com	
<b>INSURED</b> Torsh, Inc. 650 Poydras St. Suite 1100 New Orleans LA 70130		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Underwriters at Lloyd's London <b>INSURER B:</b> Hartford Accident and Indemnity Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>TORSINC-01</b>		<b>NAIC #</b> 15792 22357	

**COVERAGES****CERTIFICATE NUMBER: 1244176527****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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	ESK0439447895	4/6/2022	4/6/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ESK0439447895	4/6/2022	4/6/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72WECAF6PZP	3/10/2022	3/10/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Errors & Omissions Cyber Liability	Y	Y	ESK0439447895 ESK0439447895	4/6/2022 4/6/2022	4/6/2023 4/6/2023	Aggregate \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: RFP No: 7257 | Project: Teachers Coaching Software Web-based | 701 Loyola Avenue, Suite #52377, New Orleans, LA 70152.  
The City of Waterbury and its Board of Education are included as Additional Insureds as respects to General Liability and cyber liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to Additional Insureds as respects to General Liability and cyber liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Waterbury 236 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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**CITY OF WATERBURY**  
Insurance Bid Specifications Recommendation  
**RISK MANAGEMENT**

**Submitting Department:** BOE

**Contact Name:** Krista Pisano

**Description of Project/Work/Services:** Teachers Coaching Software Web-based

**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-".

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

**Cyber / Privacy / Network :** \$1,000,000 Aggregate

  
3/29/22

**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. All policies shall include a Waiver of Subrogation. \*