

SERVICES AGREEMENT
RFP No. 8444
for
College and Career Readiness Platform
between
The City of Waterbury, Connecticut
and
Xello Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and XELLO INC. ("Contractor"), a Canadian duly registered foreign corporation located at 1867 Yonge Street Suite 502, Toronto, ON M4S 1Y5, (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, Contractor submitted a proposal to the City responding to **RFP No. 8444** for a College and Career Readiness Platform; and

WHEREAS, the City selected Contractor to perform services regarding **RFP No. 8444**; and

WHEREAS, the City desires to obtain 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. Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. 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 Contractor shall provide, all software and licenses for the provision of, a comprehensive user-friendly, and fully integrated College and Career Readiness Platform designed to support students in grades K-12 by seamlessly integrating with district systems, facilitating individualized academic and career planning, and offering robust tools for college, trade school, and workforce exploration further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by 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 City of Waterbury **RFP No. 8444**, (excluding draft City forms and draft Contract) consisting of 11 pages, attached hereto;
- 1.1.2 Contractor's Cost Proposal, (excluding optional add-ons) dated July 29, 2025, titled "Updated Best and Final Offer – Pricing," consisting of 8 pages, attached hereto;
- 1.1.3 Contractor's Response to City of Waterbury **RFP No. 8444**, (excluding draft City forms and draft Contract) dated June 16, 2025, consisting of 109 pages, attached hereto;
- 1.1.4 City of Waterbury Addendum 1 dated June 10, 2025, consisting of 4 pages, attached hereto;
- 1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);
- 1.1.7 Certificates of Insurance, incorporated herein by reference;
- 1.1.8 Licenses; incorporated herein by reference; and
- 1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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 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 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 This Contract
- 1.2.3 Contractor's Cost Proposal
- 1.2.4 **RFP No. 8444**
- 1.2.5 Contractor's Response to **RFP No. 8444**

2. **Contractor Representations Regarding Qualification and Accreditation.** Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. 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.** 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 Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

3. Responsibilities of Contractor. All data, information, etc. given by the City to Contractor and/or created by Contractor shall be treated by 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. Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into 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, Contractor shall provide prior advance written notice to the City of the need for such disclosure. 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 in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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 Contractor shall be that standard of care and skill ordinarily used by other members of Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. 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. 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. 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 Contractor to complete Due Diligence prior to submission of its proposal shall be borne by Contractor. Furthermore 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 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 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 Contractor has discovered in the Contract Documents; and

3.7.7 agrees that the Contract 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 to 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, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** 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 **(vii)** any and all additional useful and/or relevant information.

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.

3.9. Student Data Privacy. All student records, student information, and student-generated content (collectively, “Student Data”) provided or accessed pursuant to this Agreement are not the property of, or under the control of, the Contractor.

3.9.1 The City’s Board of Education (“Board”) shall have access to and the ability to delete Student Data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.9.2 The Contractor shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.9.3 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Contractor receives a request to review Student Data in the Contractor’s possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein.

3.9.4 The Contractor shall take actions designed to ensure the security and confidentiality of student data.

3.9.5 The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Contractor of a breach of Student Data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach,

including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3.9.6 Student Data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student generated content.

3.9.7 The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.9.8 The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.9.9 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3.10. Confidentiality/FERPA. Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Contractor shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.10.1 Any and all materials contained in City of Waterbury student files that are entrusted to Contractor or gathered by the Contractor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Contractor shall be used solely for the purposes of providing services under this Agreement.

3.10.2 Contractor acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Contractor and City shall comply with the requirements of said statute and regulations, as amended from time to time and Contractor agrees to use

information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Contractor has no authority to make disclosures of any information from education records. Contractor shall instruct its employees of their obligations to comply with FERPA.

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. Term of this Contract shall be for three (3) years commencing upon execution of this Agreement by the Mayor and terminating on July 1, 2028 ("Initial Term").

5.1. Time is and shall be of the essence for all Project milestones and completion dates for the Project, including but not limited to implementation. 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 Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to Contractor shall not exceed **ONE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED FIFTY TWO DOLLARS AND 88/100 CENTS (\$179,552.88)** for the initial three (3) year term of this Agreement and shall be in accordance with Contractor's Cost Proposal attached hereto in **Attachment A**.

6.1.1.	Payment for Year 1	
	Fifty Eight Thousand Seven Hundred Ninety Five Dollars and 20/100 Cents	\$58,795.20
6.1.2.	Payment for Year 2	
	Fifty Nine Thousand Eight Hundred Fifty Dollars and 96/100 Cents	\$59,850.96
6.1.3.	Payment for Year 3	
	Sixty Thousand Nine Hundred Six Dollars and 72/100 Cents	\$60,906.72
6.1.4.	Total Compensation for Initial 3 Year Term	
	In an amount not to exceed	

One Hundred Seventy Nine Thousand Five Hundred
Fifty Two Dollars and 88/100 Cents.....\$179,552.88

6.2. Limitation of Payment. Compensation payable to Contractor is limited to those fees set forth in this Section 6. Such compensation shall be paid by the City upon review and approval of 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.

6.2.1 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 Contractor in an amount equaling the sum or sums of money Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding 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 determines that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of Contractor in preparing its proposal for **RFP No. 8444** shall be solely borne by Contractor and are not included in the compensation to be paid by the City to Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. 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, Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until Contractor shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and in either case, an

affidavit that so far as Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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. 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 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 Contractor, its employees, any subcontractor or Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

8.4. Contractor expressly understands and agrees that any performance bond or

insurance protection required by this Contract, or otherwise provided by 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. Intellectual Property. The Contractor represents that it holds legal title to any Licensed Content, Marks, Software, related Documentation, Software Maintenance, Professional Services, Deliverable, or any U.S. patent, copyright, trade secret, trademark, or other intellectual property or service made available to City under this Agreement ("IP") and has the right to license said IP. Contractor agrees to provide a defense acceptable to the City, at Contractor's own expense, for any claim, action, demand, lawsuit, or proceeding (each, a "Claim") made or brought against the City alleging that any portion or aspect of any IP made available to City under this Agreement infringes any patent, copyright, trademark, or other intellectual property right of a third party, and shall be responsible for any and all attorney's fees and legal expenses incurred by the City.

8.7. In the event this Contract and/or 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, 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. Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by Contractor and such insurance has been approved by the City. 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 VIII 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, 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 Contractor's obligation under this Contract, whether

such obligations are Contractor's or subcontractor or person or entity directly or indirectly employed by Contractor or subcontractor, or by any person or entity for whose acts 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 Contractor:

9.4.1 General Liability Insurance:

\$1,000,000 each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products and Completed Operations Aggregate

9.4.2 Professional Liability/E&O

\$1,000,000 each Wrongful Act

\$1,000,000 Aggregate

9.4.3 Excess/Umbrella Liability

\$1,000,000 each Occurrence

\$1,000,000 Aggregate

9.4.4 Cyber/Privacy/Network

\$1,000,000 per Loss

\$1,000,000 Aggregate

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from 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 Insurance policies shall be endorsed to add the 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. The insurance afforded the additional insured shall be primary and non-contributory insurance and the

coverage and limits provided under 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 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 its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. 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, Contractor shall deliver to the City a copy of Contractor's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, 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 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 Contractor's work and services shall be secured in advance and paid by Contractor. Contractor 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 Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover,

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. 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 as applicable.

10.3.1 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. Stat. 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 Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a 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 rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, 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, Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. 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. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of Contractor, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if 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 Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by Contractor under this Contract shall, at the option of the City, become the City's property, and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, 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 Contractor, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time 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. 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. 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.

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 Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Contractor for the agreed to level of the products, services and functions to be provided by Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to 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 Contractor for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, 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. provided 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, Contractor shall transfer all licenses to the City which 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. 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 Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and 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). Contractor shall be required to exercise commercially reasonable efforts to mitigate damages.

13.4.3 Termination by Contractor. Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that 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, Contractor will be compensated by the City for work performed prior to such termination date and 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) 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 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.

15. Force Majeure. Neither 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, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

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 and their schedule as set forth in Section 5 of this Contract.

16. Subcontracting. Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of 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 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. Contractor shall be as fully responsible to the City for the acts and omissions of 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 Contractor.

17. Assignability. 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 Contractor claims for money due or that become due 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 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. In the event the City elects to make such an audit, Contractor shall immediately 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. 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 Contractor, by

someone under the care and/or control of Contractor, by any subcontractor of Contractor, or by any shipper or delivery service. 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, 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. 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. 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 Contractor.

22. Independent Contractor Relationship. The relationship between the City and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. 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 Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by 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 Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, 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, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that 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 Change Order shall not include:

25.2.1 an upward adjustment to 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 Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to 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 Contractor 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. 8444** and **(ii)** Contractor's proposal responding to the aforementioned **RFP No. 8444**.

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. 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, 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 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 Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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 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: Xello Inc.
1867 Yonge Street Suite 502
Toronto, ON M4S 1Y5

City: The City of Waterbury

Department of Education
236 Grand Street, 1st Floor
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

The Person (the term "Person" shall herein be as defined in Section 38 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 Contractor 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. 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. 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 "Code of Ordinances (Rev. 12/31/19)."] For Chapter 38, click on "Title III: Administration," then click on "Chapter 38: Centralized Procurement System." For Chapter 39, click on "Title III: Administration," then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. 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. 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 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:

Sign: 
Print name: Alexandra DeGinlamo

CITY OF WATERBURY

By: 
Paul Pernerewski, Jr., Mayor

Sign: 
Print name: Nicolas C. Guilermo

Date: 9/30/2025


APPROVED AS TO FORM

WITNESSES:

Sign: 
Print name: Matthew Krawczyk,
Strategic & Territory Manager

XELLO INC.

Attorney, Corporation Counsel's Office

By: 
Jeff Harris, President & Co-founder

August 29, 2025

Sign: 
Print name: Fatima Stepanian,
Sr. Proposals & Contracts Manager

Date: _____

ATTACHMENT A

- 1.1.1 City of Waterbury **RFP No. 8444**, (excluding draft City forms and draft Contract) consisting of 11 pages, attached hereto;
- 1.1.2 Contractor's Cost Proposal, (excluding optional add-ons) dated July 29, 2025, titled "Updated Best and Final Offer – Pricing," consisting of 8 pages, attached hereto;
- 1.1.3 Contractor's Response to City of Waterbury **RFP No. 8444**, (excluding draft City forms and draft Contract) dated June 16, 2025, consisting of 109 pages, attached hereto;
- 1.1.4 City of Waterbury Addendum 1 dated June 10, 2025, consisting of 4 pages, attached hereto;
- 1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);
- 1.1.7 Certificates of Insurance, incorporated herein by reference;
- 1.1.8 Licenses; incorporated herein by reference; and
- 1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

REQUEST FOR PROPOSAL # 8444
BY
THE CITY OF WATERBURY
Department of Education
College and Career Readiness Platform

The City of Waterbury, Department of Education (hereinafter “City”), is seeking a qualified vendor to provide a comprehensive, user-friendly, and fully integrated College and Career Readiness Platform designed to support students in grades K-12 by seamlessly integrating with district systems, facilitating individualized academic and career planning, and offering robust tools for college, trade school, and workforce exploration. In addition to the platform, the vendor must deliver professional development services to ensure effective implementation, sustained usage, and maximized engagement.

A. Background and Intent

The background and intent is to provide all students, from kindergarten through 12th grade, with a comprehensive college and career readiness platform that equips them with the knowledge and skills needed for future success. This initiative also supports developing and implementing Student Success Plans (SSPs), ensuring that each student receives personalized guidance and structured planning to achieve their academic and career goals. Early exposure to academic and career pathways enables students to make informed decisions, set meaningful long-term goals, and explore opportunities that align with their interests and strengths. This RFP invites qualified vendors to propose an adaptable and comprehensive College and Career Readiness Platform that supports students in grades K-12 by fostering early awareness and exposure to college, career, and workforce opportunities

B. Qualifications

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

1. A minimum of 5 years of experience with providing the services listed in the scope of service.
2. Experience and expertise regarding providing the types of or similar services as those outlined in the Scope of Services in this RFP
3. A proposer with a proven track record in providing these types of or similar services for districts in Connecticut.
4. A proposer with proven effectiveness for students enrolled in an urban school district.
5. A proposer with a proven track record of providing these services to students in grades K-12.
6. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

- Enable Individual Career and Academic Planning for students in grades K-12.
- Support course planning integrated with career exploration and interest/skill inventories for students in grades K-12.
- Provide career exploration tools, including assessments, videos, and data dashboards for students in grades K-12.
- Meets the needs of a wide range of students and include accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.
- Allow students to document and upload work-based learning experiences and industry-recognized credentials.
- Synchronize with Student Information Systems, including PowerSchool, with nightly updates.
- Common App integration for seamless college application management.
- Support batch upload of transcripts and documents.
- Provide electronic transcript sending with date stamps and confirmation codes.
- Extensive database of colleges, universities, trade schools, and post-secondary options appropriate at each grade level K-12.
- Scholarship search tools, internship postings, and military pathway access.
- Career readiness features, including degree comparisons, entry-level assessments, and job market insights.
- Ability to track and manage college applications, financial aid submissions, and acceptance notifications.
- Dashboards for school counselors, administrators, and other school staff to review data and print reports.
- Parent and student access to dashboard and tools.
- Real-time student metrics tracking, including credit attainment, service hours, and CTE pathway progress.
- Customizable reports for district administrators and school leaders.
- Data analytics to track student engagement, FAFSA completion, and post-secondary trends.
- Provide comprehensive training for educators, school counselors, and district personnel.
- Offer ongoing technical support and dedicated customer service.
- Conduct regular check-ins with district personnel to ensure implementation success.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be 7/1/2025 - 7/1/2028.

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 complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on June 6, 2025**. 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 June 10, 2025, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Director of College and Career Readiness or their designee.

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

participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

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

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **(1)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a flash drive, must be received at the following address no later than **11:00 AM on June 16, 2025**. **Proposals received after that time shall not be considered.**

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 – Not applicable

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

- i. 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.
- ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.
- iii. 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 <https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports>

N. State DAS Requirements for Construction Projects – Not applicable

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.

O. Bid Bond – Not applicable

Each Proposal with a total cost greater than \$50,000.00 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds – Not applicable

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Attachment A Documents

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



Updated Best and Final Offer – Pricing

College and Career Readiness Platform

RFP # 8444

Presented to:

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

Proposal Deadline:

July 29th, 2025

Xello Contact:

Jeff Harris, *President & Co-Founder*
+ 1 (800) 965-8541 x 122

jeffh@xello.world

Best and Final Offer

Xello is pleased to submit this **updated Best and Final Offer (BAFO) to the City of Waterbury in response to RFP #8444** – College and Career Readiness Platform. This revised proposal reflects our deepened commitment to meeting Waterbury’s budgetary objectives and contractual constraints — including those tied to its existing Naviance agreement — without compromising on quality, functionality, or equity.

In this final submission, we have further sharpened our pricing to deliver maximum value through the following enhancements:

- ★ **Total cost savings now exceed \$102,000 over three years — a 36% reduction compared to standard pricing**
- ★ **Year 1 pricing cut by an additional \$15,413 compared to our previous offer, bringing the total to \$58,795.20**
- ★ **Complete elimination of all implementation fees, delivering immediate savings of \$5,425**
- ★ **The Work-Based Learning (WBL) Module is now offered at no cost, including both annual licensing and the one-time setup fee**
- ★ **Reduced per-student pricing at every grade level, while maintaining full platform access, integrations, and services**
- ★ **Free data migration from Naviance, fully managed by Xello’s implementation team**
- ★ **Unlimited technical support, Xello Academy, and strategic check-ins — all included at no extra cost**
- ★ **The total 3-year cost is now \$179,552.88, down from \$216,985.00 — a further \$37,432 in savings over our earlier offer**

This proposal highlights Xello's role as a strategic partner in Waterbury's future readiness journey. More than a software provider, Xello delivers a complete, student-centered solution that supports all pathways — promoting equity, ensuring compliance, and driving long-term success.

To help Waterbury realize its vision, Xello offers an all-in-one K–12 platform with robust college and career readiness (CCR) tools and a full suite of value-added services — all with no hidden fees.

Xello's Comprehensive Offering for Waterbury Public Schools

Xello's platform is fully aligned with **Connecticut mandates**, the district's **Student Success Plan (SSP)** requirements, and **Waterbury's commitment to equity**. Our all-in-one model includes:

- **Career & Academic Planning (Grades K–12)**
 - *Self-assessments, goal setting, graduation planning, and early exploration for elementary students.*
- **Course Planner & CTE Pathway Tracking**
 - *Seamless PowerSchool integration and built-in CTE Pathway Tracking*
- **Career Exploration & Assessments**
 - *Includes age-appropriate assessments and side-by-side comparisons of careers, schools, and costs.*
- **Student Success Plan (SSP) Management**
 - *Connecticut's SSP components embedded in Xello, including goal setting, resume building, and interest inventories.*
- **Work-Based Learning (WBL) & Credential Tracking**
 - *Internship tracking, credential uploads, and WBL documentation tools.*
- **College Planning Tools**
 - *Common App integration, transcript delivery, and dashboards for managing applications and rep visits.*
- **Parent Portal & Family Engagement**
 - *A multilingual Family Portal for transparent planning and communication.*
- **Financial Literacy with The Real Game & Scholarships**
 - *FAFSA tracking, scholarship access, and "The Real Game" for financial literacy — aligned with state graduation requirements.*
- **SIS Integration, Reporting & Compliance Tools**

- ***Real-time dashboards, GPA tracking, and data sync*** with PowerSchool and Clever.
- **Implementation, Training & Support**
 - ***Unlimited support, and a dedicated Connecticut-based team*** — all included, no extra fees.

Proposed Waterbury Price – BAFO

YEAR 1				
PRODUCT	Annual per Unit Cost	BAFO Rate	Unit Count ¹	Year 1 Cost
Xello for Elementary School – <i>Grades K-5</i>	\$2.75 per student	\$1.25	7,568	\$9,460
Xello for Middle School – <i>Grades 6-8</i>	\$5.25 per student	\$4.05	3,884	\$15,730
Xello for High School – <i>Grades 9-12</i>	\$5.95 per student	\$4.75	5,180	\$24,605
Implementation Fee for Elementary School	\$250 per school	\$0	21	\$0
Implementation Fee for Middle School	\$400 per school	\$0	4	\$0
Implementation Fee for High School	\$800 per school	\$0	5	\$0
WBL Annual Fee	\$1,500 per high school	\$0	5	\$0
WBL Network Set-up fee	\$2,500 (one time fee)	\$0	1	\$0
Annual Data Integration Services	\$300 per school	\$300 per school	30	\$9,000
Xello Academy	Complimentary	\$0	Unlimited	\$0
TOTAL				\$58,795.20
OPTIONAL ADD-ONS, INTEGRATIONS & CUSTOM TRAINING ²	Annual per Unit Cost	BAFO Rate	Unit Count	Year 1 Cost
Customized Web Training – <i>Optional</i>	\$450 per session	\$450	6	\$2,700
In-person Training – <i>Optional</i>	\$4,500 per day ³	\$3,500	1	\$3,500

¹ Student and site counts are based on the numbers provided by COW

² Xello offers a work-based learning add-on and a variety of integrations from leading providers to expand program value, as well as custom training. These are optional and will only be added after discussion with confirmation by COW

³ The per diem cost of Custom In-person Training is inclusive of all travel expenses.

YEAR 2				
PRODUCT	Annual per Unit Cost	BAFO Rate	Unit Count	Year 1 Cost
Xello for Elementary School - Grades K-5	\$2.75 per student	\$1.28	7,568	\$9,687.04
Xello for Middle School – Grades 6-8	\$5.25 per student	\$4.13	3,884	\$16,040.92
Xello for High School – Grades 9-12	\$5.95 per student	\$4.85	5,180	\$25,123
Annual Data Integration Services	\$300 per school	\$300	30	\$9,000
WBL Annual Fee	\$1,500 per high school	0	5	\$0
Xello Academy	Complimentary	\$0	Unlimited	\$0
TOTAL				\$59,850.96
OPTIONAL ADD-ONS, INTEGRATIONS & CUSTOM TRAINING	Annual per Unit Cost	BAFO Rate	Unit Count	Year 1 Cost
Customized Web Training – Optional	\$450 per session	\$450	5	\$2,250

YEAR 3				
PRODUCT	Annual per Unit Cost	BAFO Rate	Unit Count	Year 1 Cost
Xello for Elementary School - Grades K-5	\$2.75 per student	\$1.31	7,568	\$9,914.08
Xello for Middle School – Grades 6-8	\$5.25 per student	\$4.21	3,884	\$16,351.64
Xello for High School – Grades 9-12	\$5.95 per student	\$4.95	5180	\$25,641
Annual Data Integration Services	\$300 per school	\$300	30	\$9,000
WBL Annual Fee	\$1,500 per high school	\$0	5	\$0

Xello Academy	Complimentary	\$0	Unlimited	\$0
TOTAL				\$60,906.72
OPTIONAL ADD-ONS, INTEGRATIONS & CUSTOM TRAINING	Annual per Unit Cost	BAFO Rate	Unit Count	Year 1 Cost
Customized Web Training – <i>Optional</i>	\$450 per session	\$450	4	\$1,800

3-Year Term	Standard Cost	COW Cost
YEAR 1 TOTAL	\$104,874.00	\$58,795.20
YEAR 2 TOTAL	\$88,524.00	\$59,850.96
YEAR 3 TOTAL	\$88,524.00	\$60,906.72
GRAND TOTAL	\$281,922.00	\$179,552.88

Optional Add-ons & Integration

Xello offers a number of optional services that may be added to the subscription as desired. A list of these services is provided below:

PRODUCT	Service Description	Cost
National Student Clearinghouse StudentTracker	- Allows educators to track students after graduation on data points including college enrollment, continued enrollment, and graduation. - Educators can access reports directly within Xello Educator Tools. - Integration set-up is managed by Xello.	Annual Cost – \$595 per high school
Methodize <i>ACT/SAT Test Prep</i>	- Accessible through a student's Xello account, offering a convenient, engaging self-paced learning experience. - Provides robust tools for teachers to offer targeted support and ensure understanding of financial concepts.	Annual Cost – \$2.90 per student Implementation Fee in Year 1 – \$400 per site <i>Minimum Order Requirement –</i> \$1,495 per district or 515 student licenses



Proposal

College and Career Readiness Platform

RFP # 8444

Presented to:

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

Proposal Deadline:

June 16th, 2025, 11AM EDT

Xello Contact:

Jeff Harris, *President & Co-Founder*

jeffh@xello.world

+ 1 (800) 965-8541 x 122

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COVER LETTER





June 16th, 2025

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

Dear Mr. McCaffery,

Please accept Xello's response to the solicitation for a College and Career Readiness Platform – RFP #8444. We understand the City of Waterbury, Department of Education ("City") seeks a partner with an out-of-the-box CCR solution to support Student Success Planning (SSP) development and provide a meaningful college and career readiness experience for **ALL STUDENTS AND ALL PATHWAYS**. Our online program, Xello, offers a user-friendly, engaging and intuitive platform for students, parents and educators to meet these goals.

With nearly 30 years of experience, Xello is uniquely positioned to offer a **comprehensive Student Success Planning experience that maximizes student engagement and completion**. Our program helps students connect their academic work to career aspirations, ensuring seamless transitions and providing powerful workflow tools for critical areas like work-based learning, course planning and college applications.

Xello addresses all of the City's requirements and takes a holistic approach to future readiness, supporting academic, social, personal, and career development. We believe Xello is the perfect partner for the City and can fulfill all the requirements.

Key benefits of Xello include:

- ✓ **Unlimited support and expert implementation project management.** We have helped hundreds of districts across the US implement a comprehensive and inclusive vision of career development.
- ✓ **Engaging, age-appropriate ICAP support for all students.** Compliance with national and state-level standards including [ASCA Mindset and Behaviors](#) and [Connecticut's Student Success Planning](#).
- ✓ Robust data management and seamless integration with **PowerSchool**, Clever, Google, ADFS and more.

- ✓ Powerful **workflow tools to maximize efficacy and efficiency** in critical areas like Work-based learning, course planning and college applications.
- ✓ Adherence to federal and state security laws, including **FERPA and COPPA**. Xello is certified by Edfi and is a signatory of the Student Privacy Pledge.
- ✓ Accessibility compliance with **WCAG 2.2 Level AA**.
- ✓ A proven approach to successfully project manage, train, and **support clients of all sizes and needs** with **unlimited strategic and technical support** – **Winner of the 2024 CODiE for BEST CUSTOMER EXPERIENCE**. Xello is the **ONLY CCR tool to be featured on TIME's list of the World's Top EdTech Companies 2025** due to our exceptional program, support, and dedication to the success of every student.



Xello has successfully supported dozens of districts in their transition from **Naviance to our platform**—including large, urban districts similar to Waterbury. We understand the complexity of **data migration, user adoption, and retraining required during a platform shift**.

Our dedicated transition team will ensure a **smooth, disruption-free migration, and our proven onboarding process**—including secure SIS integrations, staff training, and student rollouts—has helped districts like Bridgeport Public Schools (CT), New York City Public Schools and the School District of Philadelphia make the switch with strong early engagement and long-term success.

Xello meets and exceeds all requirements outlined in RFP #8444 and Addendum #1, including support for K–12 career planning, PowerSchool integration, FAFSA tracking, state mandate reporting, and more.

If any additional information is needed, please do not hesitate to contact me, as well as *Strategic Territory Manager*, **Matt Krawczyk**, at +1 (800) 965- 8541 x 163 or matthewk@xello.world.

Warm regards,

A handwritten signature in black ink, appearing to read "Jeff Harris".

Jeff Harris

President & Co-Founder

jeffh@xello.world

+ 1 (800) 965-8541 x 122

Scope of Services Requirements Checklist

#	Functionality	Xello Meets & Exceeds	Xello Response
1	Enable Individual Career and Academic Planning for students in grades K-12.	✓	p.47
2	Support course planning integrated with career exploration and interest/skill inventories for students in grades K-12.	✓	p.48
3	Provide career exploration tools, including assessments, videos, and data dashboards for students in grades K-12.	✓	p.50
4	Meets the needs of a wide range of students and includes accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.	✓	p.55
5	Allow students to document and upload work-based learning experiences and industry-recognized credentials.	✓	p.56
6	Synchronize with Student Information Systems, including PowerSchool, with nightly updates.	✓	p.57
7	Common App integration for seamless college application management.	✓	p.58
8	Support batch upload of transcripts and documents.	✓	p.58
9	Provide electronic transcript sending with date stamps and confirmation codes.	✓	p.58
10	Extensive database of colleges, universities, trade schools, and post-secondary options appropriate at each grade level K-12.	✓	p.60
11	Scholarship search tools, internship postings, and military pathway access.	✓	p.62
12	Career readiness features, including degree comparisons, entry-level assessments, and job market insights.	✓	p.60

#	Functionality	Xello Meets & Exceeds	Xello Response
13	Ability to track and manage college applications, financial aid submissions, and acceptance notifications.	✓	p.58
14	Dashboards for school counselors, administrators, and other school staff to review data and print reports.	✓	p.65
15	Parent and student access to dashboard and tools.	✓	p.65
16	Real-time student metrics tracking, including credit attainment, service hours, and CTE pathway progress.	✓	p.65
17	Customizable reports for district administrators and school leaders.	✓	p.66
18	Data analytics to track student engagement, FAFSA completion, and post-secondary trends.	✓	p.69
19	Provide comprehensive training for educators, school counselors, and district personnel.	✓	p.74
20	Offer ongoing technical support and dedicated customer service.	✓	p.75
21	Conduct regular check-ins with district personnel to ensure implementation success.	✓	p.75

ATTACHMENT A & ATTACHMENT C DOCUMENTS



FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)

Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)

Persons or Entities Conducting Business with the City

B. Purchase Order(s).



No Purchase Order(s) with the City

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)

Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

FILL IN AND RETURN WITH YOUR SUBMISSION

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.

Xello Inc.

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

June 5, 2025

Date

FATIMA STEPANIAN - SENIOR PROPOSALS & CONTRACTS MANAGER

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



FILL IN AND RETURN WITH YOUR SUBMISSION

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:

Xello Inc.

1867 Yonge St. #502, Toronto, ON M4S 1Y5

Print Name and Title of Authorized Representative:

FATIMA STEPANIAN - SENIOR PROPOSALS & CONTRACTS MANAGER

Signature of Authorized Representative:



Date: June 5, 2025

FILL IN AND RETURN WITH YOUR SUBMISSION

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.

Province

~~State~~ of Ontario

SS.: _____

~~County~~ of Canada

FATIMA STEPANIAN, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Sr. Proposals & Contracts Manager** of Xello Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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		NONE		
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		NONE		
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	NONE	
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

FILL IN AND RETURN WITH YOUR SUBMISSION

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 Matt McQuillen	CEO and Co-founder	September 11, 1970	35.43
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		NONE		
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	NONE	
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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

Fatima Stepanian

Witness

Jeff Harris

Name of Corporate Signatory

Xello Inc. - 1867 Yonge St. #502, Toronto, ON M4S 1Y5

Address of Business

Affix
Corporate
Seal

By: Jeff Harris
Name of Authorized Corporate Officer

Its: President & Co-founder
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY

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

Province

State of Ontario)

) SS

~~County~~ of Canada)

FATIMA STEPANIAN

being duly sworn,

deposes and says that he/she is Sr. Proposals & Contracts Manager of Xello 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 9th day of June 2025.

Raghu
(Notary Public)

My Commission Expires: N/A

Raghav Kakar, Lawyer
Barrister & Solicitor
A Commissioner, etc.



FILL IN AND RETURN WITH YOUR SUBMISSION

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)

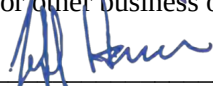
1 Addendum 1 - June 10 4 _____
2 _____ 5 _____
3 _____ 6 _____

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.

98-0384421

Social Security Number
or Federal Identification Number


Signature of Individual or Corporate Name

Xello Inc. - Incorporated in Toronto, ON
Corporate Officer
(if applicable)

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

Name Jeff Harris
By: President & Co-founder, Xello Inc.
(Title)
Business Address: 1867 Yonge St. #502
(City, State, Zip Code)
Toronto, ON M4S 1Y5
Phone: +1 (800) 965-8541
Email: proposals@xello.world
Date: June 10, 2025

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.

SECTION 1

PROPOSER INFORMATION



About Xello

Corporate Headquarters	Xello Inc. 1867 Yonge St. #502 Toronto, ON M4S 1Y5
Incorporation	Toronto – March 27, 1997

Xello is an award-winning, K-12 future readiness platform designed to help all students, regardless of background, ability, or pathway, become college and career ready.

Established in 1997 as Career Cruising, Xello initially produced a career profile catalog that later transitioned into an online subscription service for schools. In 2017, the company underwent a rebranding, emerging as Xello. This platform empowers students to explore career paths, plan academically, and set goals through a personalized, student-centered experience. Utilized across North America and backed by nearly 30 years in education technology, Xello supports millions of students through an engaging, accessible experience aligned with state and national standards.

Origins to Growth



The Xello Platform



Recognized by educators and industry experts as the preeminent program for preparing students for college, career and life success, Xello has been honored with several awards, including:



2025
World's Top EdTech Companies



2024
Best Tool for
Secondary Education



2024
Best Tool for
Primary Education



2024
Cool Tool for Career
Planning Solution



2024
Best College & Career
Readiness Solution Finalist



2024
Best Customer Experience
in Ed Tech Finalist



2022
Best Customer Experience
in Ed Tech

Xello is a privately owned corporation with a small group of shareholders. Over 60% of the ownership resides with current employees. The company is governed by a four member Board of Directors which consists of co-founders **Matt McQuillen** and **Jeff Harris**, as well as **Mora Segal**, *Managing Director, A-Street* and **Andrew Lawlor**, *Vice President, CBF*.

The company is managed by an Executive Council:

- **Matt McQuillen**, *CEO & Co-Founder*
- **Jeff Harris**, *President & Co-Founder*
- **Meredith Beyer**, *VP, Customer Experience*
- **Te Thebeau**, *VP, Product Experience*
- **Anthony Abbot**, *VP, Systems*
- **Katie Lutes**, *VP, Culture*
- **Ben Pierce**, *VP, Engineering*
- **Monica Biesok**, *VP, Marketing*
- **Jackelyn Skudra**, *VP, Sales*
- **Asif Mohamed**, *VP, Finance*

Being founder-led allows us to stay focused on our mission as we have done for nearly 30 years. We have an ambitious roadmap that will see our products continue to develop rapidly in the coming years. While all our staff are dedicated to developing and supporting our award-winning program, over 55% of our employees work directly in product and design. Many company employees, including some who will be assigned to this contract, have worked with us for over a decade.

SECTION 2

EXPERIENCE, EXPERTISE AND CAPABILITIES



Philosophy Statement and Business Focus

Hello, we're Xello, the only K-12 online program that helps *all* students, regardless of background, ability or pathway, become college and career ready.

Our proposal demonstrates how we will work with the City of Waterbury, Department of Education ("City"), its schools, families, and community members to deliver high-quality, comprehensive support that drives post-secondary outcomes.

In order to ensure student success, it is absolutely critical that each one has a **personalized plan** that they can take ownership of. A plan that's tailored to their goals and prepares them for any opportunities and challenges they may face.

This is a journey of discovery for students as they learn about themselves and the multitude of options they have after high school. Many of today's students will pursue careers that don't exist yet, so it's imperative that they build the skills and knowledge they need to manage their careers for the long term.



A Program Designed to Engage Students

The foundation of Xello's programs is **an evidence-based and time tested model** for preparing students for their future. Beginning with self-knowledge, exploring potential pathways that they could pursue, bringing those together to create a personalized plan, students then continue their journey by building key skills and knowledge, and reflecting on their choices.



Build Self-Knowledge

Students define their interests, skills, preferences and aspirations so they can explore the opportunities right for them.



Explore Options

Students learn about career possibilities and educational pathways by exploring rich engaging content and lessons.



Create a Plan

Students create dynamic actionable plans that outline the steps needed to achieve school, career and life goals.



Learn & Reassess

As students gain experience, knowledge, and skills, they can reassess and change their plans for the future.

Students are invited to revisit and reflect on the work they've completed, adjusting their plans as they evolve over time. As students grow they are always learning about themselves and their opportunities, and adjusting their path forward.

Xello's four-step model helps ensure students complete the work to meet Connecticut-specific requirements such as [Connecticut's Student Success Planning](#) and the student [Mindset and Behavior Standards outlined by ASCA](#).

- **Build Self-Knowledge:** students become more self-aware and build confidence in themselves by uncovering their interests, aptitudes, and aspirations. For elementary students, self-knowledge is built through individual **reflection on interest, skills, school subjects and achievements**. In early grades, Xello introduces foundational awareness through game-based learning and storytelling. K–5 students learn about community roles, reflect on their interests, and begin to make connections between school and the world around them—ensuring continuity into middle school career planning. For students in 6th - 12th grade, it's generated through a **series of age-appropriate assessments**. Assessments help students understand interests, skills, personality styles and learning styles, and how those impact career matches. All assessments are included with a Xello subscription.
- **Explore Options:** Immersive content and visually rich profiles are available for students in 6th - 12th grade. Each career and college profile contains critical information to help students evaluate and assess their options including:
 - ✓ Content written at an age-appropriate reading level for maximum accessibility
 - ✓ Imagery that promotes diversity
 - ✓ Relevant statistics and current data pulled from reliable local databases
 - ✓ Graphics that make data easy to understand and evaluate
 - ✓ Ability to save and reflect on options from within the program
- **Create a Plan:** An integrated long-term goal planner makes insights actionable. Once students have saved careers, college and major options, this visual roadmap helps students break down their aspirations into tangible steps needed to achieve success. Xello's built in Coarse Planner functionality allows students to align high-school courses with their future plans, while also ensuring they meet graduation and endorsement requirements. Course and college planning capabilities come included with every Xello subscription.

- **Learn & Reassess:** in addition to assessments, career, and college profiles, Xello also offers built-in experiences to help students build real-world skills and experience for success. Built-in digital **Lessons** are ready-made and designed to help students develop essential skills, social-wellbeing, knowledge, and proficiencies to prepare them for future success. Through interactive activities, students learn and build expertise in essential areas like financial literacy, problem solving, communication, and interview skills. Xello currently has 28 unique lessons across a broad range of topic areas. Lessons come included with every Xello subscription.

Proof You Can Point To

Xello has been adopted across the country as a means to genuinely engage students in developing skills, knowledge, and plans for future success. Some of the country's largest, and most diverse districts have turned to Xello to help support postsecondary planning initiatives and engage previously under-served populations. Across the country, our program is driving unprecedented levels of student engagement.

The **Nationwide Xello engagement numbers for the SY 2023-24** speak for themselves:



17.94 Million

Total number of student logins

High motivation and success in integrating Xello into daily activities



5.24 Million

Lessons completed by students

Reflects broad engagement and significant curriculum progress



77 Minutes

Average student time spent

Students are exploring their futures and developing essential skills



180,000 Minutes

Educator & counselor time spent

Demonstrates a strong commitment to supporting student success

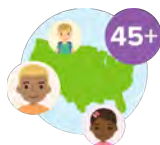
Summary of Relevant Experience

Xello has a long and successful history of partnering with schools, districts and states across the nation to help them and their students achieve ambitious college and career readiness goals. Our highly collaborative approach currently supports approximately **2,800 clients** and over **6 million students and educators** across the country—including statewide implementations in **Florida, South Dakota, and Wisconsin**.

We have experience working with a highly diverse set of clients ranging in:



DISTRICT SIZE
100 to 300,000+
Students



GEOGRAPHY
45 States and
Counting



COMMUNITY
Urban, Suburban,
Rural



STUDENTS
All Abilities,
All Backgrounds

We have had a presence in Connecticut for decades, partnering with districts to successfully achieve their career exploration goals. Some of our notable clients include:

- **Bridgeport Public Schools¹**
- Canterbury Public Schools
- East Windsor Public Schools
- Plainville Community Schools
- Regional School District 7
- **Torrington Public Schools**
- Westport Public School District

Some of our notable clients across the country include:

- **Alief Independent School District (TX)**
- **Allen Independent School District (TX)**
- **Baltimore County Public Schools (MD)**
- **Broward County Public Schools (FL)**
- Cypress Fairbanks Independent School District (TX)
- Milwaukee Public Schools (WI)
- **Minneapolis Public Schools (MN)**
- **Orange Unified School District (CA)**
- **Osceola County Schools (FL)**
- Palm Beach County Public Schools (FL)
- Phoenix Union High School District (AZ)

¹ Clients noted in bold in this list, formerly used Naviance and chose to transition to Xello.

- Detroit Public Schools (MI)
- Fresno Unified School District (CA)
- **Goose Creek Consolidated School District (TX)**
- Grand Prairie Independent School District (TX)
- Grand Rapids Public Schools (MI)
- **Harlingen Consolidated Independent School District (TX)**
- **Indianapolis Public Schools (IN)**
- **Kansas City Public Schools (KS)**
- Lansing Public Schools (MI)
- **Los Angeles Unified School District (CA)**
- **Poudre School District (CO)**
- **San Diego Unified School District (CA)**
- **St Paul Public Schools (MN)**
- **School District of Philadelphia (PA)**
- Stockton Unified School District (CA)
- **Thompson School District (CO)**
- **Tulsa Public Schools (OK)**
- Urban Assembly Group of Schools (NY)
- Wichita Unified School District (KS)
- **William S Hart Union High School District (CA)**

Signature Project

The School District of Philadelphia, Pennsylvania

Demographics	● Largest public school system in Pennsylvania – approximately 200,000 students in 331 schools where approximately 86% of the student population is diverse ● Over 100 languages are spoken by students and their families – approximately 20% of the student population are English Learners
Project Description	Duration: 2024 - To date Xello Products: Xello for K-12 In 2024, The School District of Philadelphia (SDP) transitioned from Naviance to Xello to better support their goal of having a CCR program centered around age-appropriate content and activities for all students, K-12. SDP was also looking to partner with a program that was inclusive, available in multiple languages, had high quality accessibility features and exceptional support. Xello is implemented at over 250 schools in SDP and made available to over 110,000+ students in grades K-12. As of February 2025, SDP has seen exceptional engagement, including:

- ✓ **233,346** Student Logins
- ✓ **26,617** Completed Lessons
- ✓ **33,826** Educator Logins

In their first year with Xello, SDP has:

- ★ **Unprecedented Student Engagement** – Students across the district have embraced Xello at an impressive rate, with **higher login numbers, increased frequency of use, and overwhelmingly positive feedback from both students and educators**. Teachers report that students are not only engaging with the platform regularly but are genuinely **enjoying** the interactive and personalized experience. The ease of access and relevance of the content have **transformed career and college readiness from a requirement into an exciting journey of self-discovery** for students.
- ★ **Educator Buy-in at Every Level** – One of the most notable achievements in Xello's first year has been its seamless integration into **daily instruction and curriculum planning**. Educators at all levels—from counselors to classroom teachers—have praised how easy it is to implement and incorporate into their existing frameworks. Unlike other platforms that require extensive training and troubleshooting, Xello's **intuitive design and practical tools** have made it a natural fit for educators, allowing them to focus on guiding students rather than navigating cumbersome systems.
- ★ **Game-Changing Features Driving Adoption and Awareness** – Xello's **Translation Wizard and all-in-one approach** have been instrumental in making the program accessible to all students, ensuring that future-readiness is equitable and inclusive. The **interactive training sessions** led by expert administrators have also played a key role in boosting awareness and confidence among educators, making implementation smoother across the district.

These features, combined with Xello's **comprehensive college and career exploration tools**, have positioned the platform as a **must-have resource for future planning** at every grade level.

“Xello stood out to us because of their ability to provide a **PERSONALIZED LEARNING EXPERIENCE** for each student. Having lessons that are grade appropriate is one of the things that impressed us most. I love that Xello is truly a **ONE STOP SHOP** for all things college and career readiness for grades K-12. And the ability for students to **SEAMLESSLY COMPLETE TASKS AND ACTIVITIES** all in one place for our (Future Ready PA Career Readiness Indicator). State reporting is a **GAME-CHANGER** for us.

– **Cathey White**, *Director of Special Projects*

References

Reference #1 - Torrington Public Schools, Connecticut

Contact	Amanda Torres , <i>Assistant Principal</i> atorres@torrington.org +1 (970) 348-3921
Project Description	Duration: 2023 - To date Xello Products: Xello for 6-12, NSC StudentTracker® Reports Torrington Public Schools had previously used Naviance but recognized the need for a more user-friendly platform with streamlined workflows and stronger customer support. After an extensive review, the district selected Xello to better serve their diverse student population in grades 6–12. Since implementation, Torrington has seen strong engagement with over 6,300 student logins, averaging more than six logins per student. The platform has also become a key tool in the college application process: over 400 Common App forms were submitted through Xello, representing more than 80% of senior students. Some of the district’s goals included: ✓ Implementing a user-friendly, engaging platform to support all 6–12 students with a consistent approach to postsecondary readiness ✓ Ensuring accessibility through multi-language support and a family portal that simplifies communication with parents and guardians ✓ Delivering assessments, activities, and curriculum aligned with ICAP standards while supporting personalized learning plans ✓ Receiving high-quality support, training, and ongoing collaboration for a smooth rollout and lasting success

“

Xello has empowered our students to take a more active role in **PLANNING THEIR FUTURES**. The platform’s **EASE OF USE**, combined with its ability to **TRACK PROGRESS** and **SUPPORT POST SECONDARY PLANNING**, has made it an essential part of our college and career readiness efforts. It’s helped us create a more **CONSISTENT, STUDENT CENTERED EXPERIENCE** across the district.

”

Reference #2 - Cranston Public School District, Rhode Island

Contact

Roxanne Gustafson, *Executive Director of Curriculum, Assessment and Grant*
rgustafson@cpsed.net | +1 (401) 270-8000

Project Description

Duration: 2022 - To date (Signed a 5 year agreement)

Xello Products: Xello for 6-12, Course Planner, Common App, Transcripts, Letters of Recommendation

Cranston Public Schools began their partnership with Xello in 2022 as part of a districtwide effort to provide a more personalized, engaging, and streamlined approach to college and career readiness (CCR). The district selected Xello following a competitive review, prioritizing user-friendly design, intuitive workflows, and responsive customer support.

Since implementation, Cranston has rolled out Xello to middle and high school students, integrating it into their broader CCR strategy. The platform supports course planning, application management, and student reflection through engaging, standards-aligned lessons. Students are encouraged to explore careers, build 4-year plans, and develop postsecondary goals with staff guidance along the way.

Over the last several years, the district has continued to level up with Xello.

In addition to offering lessons to middle school and high school students, they've recently rolled Xello out to elementary school students who are enthusiastic to use the program.

Today, their CCR initiatives are well-integrated and achieving exemplary engagement:

- ✓ Over **24,000 student logins**, with students averaging **15 minutes per session**
- ✓ **8,167 lessons completed** by students across middle and high school
- ✓ **97% of all students** have used Xello during the 2023/24 school year
- ✓ Read the blog post: [How Xello Helps Rhode Island's Second Largest School District Meet and Report on State Mandates](#)

“

What we're seeing isn't just better planning—it's a **DEEPER CONNECTION**. **Students** are walking into classrooms already thinking about who they are and where they want to go. And teachers are meeting them there, with **REAL INSIGHT** into each student's path. It's helped create a culture where **FUTURE PLANNING IS PART OF EVERYDAY LEARNING**, and where students feel **SEEN, SUPPORTED, AND CONFIDENT** taking their next steps

”

Reference #3 - Manchester School District, New Hampshire

Contact

Jillian Corey, *Director of Curriculum*
jcorey@mansd.org | +1 (603) 624-6300

Project Description

Duration: 2020 - To date

Xello Products: Xello for 6-12, Course Planner, Common App, Transcripts and Letters of Recommendation

Manchester School District chose to partner with Xello in 2020. Their ambitious CCR program includes dual enrollment courses, work-based learning, and custom lessons designed to build self-knowledge and an awareness of future possibilities.

Since adoption, Xello has become a central element of Manchester's CCR strategy. The district has seen high levels of student engagement and meaningful usage:

Today, their CCR initiatives are well-integrated and achieving exemplary engagement:

- ✓ Over **16,000 student logins**, with students spending an average of **15 minutes per session**
- ✓ **75% of all students** have used Xello during the 2023/24 school year
- ✓ **7,974 lessons completed**
- ✓ More than **1,400 Common App forms** submitted through Xello

Work-based Learning

Manchester School District recently launched Xello's WBL module to expand access to real-world learning opportunities for students. The district is laying the groundwork for a sustainable, student-centered WBL ecosystem by actively engaging both staff and students.

Since the launch, students now have access to over **150 local opportunities**, including **apprenticeships, job shadows, informational interviews, and mentorships**. Early engagement shows promising momentum:

- Students have viewed company profiles over **300 times** since March 2025
- Opportunities and employer partnerships continue to grow as awareness builds among students and staff

Reference #3 - Manchester School District, New Hampshire

“ We’ve seen a real shift in how students engage with planning their futures—**75% OF OUR STUDENTS ARE ACTIVELY PARTICIPATING**, and they’re spending meaningful time **REFLECTING ON THEIR GOALS**. This work is not only helping staff better **SUPPORT STUDENTS INDIVIDUAL PATHWAY**, it’s also contributed to an **INCREASE IN OUR GRADUATION RATE**. The stronger connection between students and educators is driving more **PURPOSEFUL CONVERSATIONS**, a **GREATER SENSE OF BELONGING**, and **ULTIMATELY, BETTER OUTCOMES**. ”

Personnel Listing

City of Waterbury will be assigned a dedicated account management team focused on ensuring it achieves goals. **UNLIMITED ACCESS to the Xello team is included at no charge.**

The City of Waterbury’s Xello Team



Mark Luguya

Sr. Customer Success Manager

Master of Arts in Criminology and Socio-Legal Studies –
University of Toronto

+1 (800) 965-8541 x 223 | markl@xello.world

Mark will serve as the dedicated **Account Manager** for this contract. He will be responsible for ensuring that City of Waterbury achieves its strategic goals with Xello and will guide key stakeholders through any program updates, addition of new features, or opportunities to enhance or optimize usage.

About Mark

Mark has extensive experience working with districts across the country. In his time at Xello he has demonstrated skill in client advocacy and relationship building. He has developed scalable expansion playbooks and automated workflows to streamline customer success motions, significantly enhancing engagement scores and product adoption. Mark works with school districts to provide strategies and best practices to bring the most value to clients. He places districts in a position to achieve educational mandate fulfillment, as well as, their individual college and career readiness priorities for K-12 students.

The City of Waterbury's Xello Team

Mark is Passionate about AI, next-gen chips, and cloud services—always up for an Apple vs. Snapdragon debate! He is a die-hard New England Patriots & Toronto Raptors fan.



Pearl Wyman

Senior Onboarding Manager

AA, Political Science – Langara College

+1 (800) 965- 8541 x 270 | pearlw@xello.world

Pearl is responsible for overseeing proper data intake, SIS integration and course planning configuration for the participating district. Pearl will be involved on an ongoing basis to refresh information, update configurations and help train staff on key data driven features.

About Pearl

Pearl is a big picture thinker– regularly improving the efficiency of onboarding processes. Creating documentation and recommending new processes to solve blocks in Course Planner setup. She is trusted as the sole Onboarding Manager for Xello for the State of New Hampshire and has also worked directly with the South Dakota Department of Education. She maintains efficiency and clear communication with clients and team members during times of rapid change, to ensure all clients have a seamless and enjoyable experience.

A citizen of the world, Pearl has lived in Japan and is currently learning French.



Laura Weber

Senior Training Specialist

Bachelor of Science, Elementary Education and Spanish –
Marquette University

+1 (800) 965- 8541 x 139 | lauraw@xello.world

Laura will be responsible for creating a professional development plan, running small group and district-wide trainings, and ensuring that City of Waterbury educators get the most out of the program.

About Laura

With over 11 years of experience, Laura has worn a variety of “hats” in the world of education, including elementary teacher, multiage teacher, middle school teacher, track coach, and assessment specialist. Professional development has always been a passion of hers. At Xello, Laura works to support educators and administrators in a purposeful and personable way to help

The City of Waterbury's Xello Team

advocate for students' career, college, and life readiness! She has been at the forefront of educating users, most recently with all state-wide clients.

Laura has played classical violin since the age of four and enjoys hiking the 14ers in Colorado!



Matt Krawczyk

Strategic Territory Manager – Connecticut

Master of Business Administration, Marketing – Capella University
+1 (800) 965- 8541 x 163 | matthewk@xello.world

Matt will serve as the **Point Person** where she will provide oversight for the City of Waterbury and will oversee this project. She will be hands-on throughout the project, working closely with the client-facing staff to ensure deliverables are on-time and aligned with your needs. Also if it is needed, Matt will pull in other members of the Xello team, beyond the ones listed above, to ensure that you receive the support required to be successful. This could mean involving senior management, members of the executive team, or subject matter experts from the engineering or data services teams.

About Matt

With seven years of experience in the K-12 education sector, Matt has a passion for helping students and districts achieve their best.

As the Strategic Territory Manager at Xello, he has supported some of our largest clients across the US. Matt has overseen statewide contracts including New Hampshire, South Dakota, Wisconsin, Kansas, and Arkansas. He works with a diverse set of districts, varying in size and structure, including Regional School District 7 (CT), Nashua School District (NH) and Bedford School District (NH).

In his spare time, Matt volunteers with St. John Ambulance as part of their fundraising team. The donations help support local community programs such as the Therapy Dog Program and First Responders Program.



Jeff Harris

Co-founder and President

BA, Economics – York University
+1 (800) 965- 8541 x 122 | jeffh@xello.world

This account will also have **Executive Sponsorship and Oversight** from Xello's President & Co-Founder, Jeff Harris. He will be

The City of Waterbury's Xello Team

hands-on throughout the duration of this contract, working closely with the client-facing staff to ensure deliverables are on-time and aligned with City of Waterbury's needs. If at any time there are concerns with account management, onboarding, or training, staff are welcome to escalate issues to him.

About Jeff

Graduating from college without a clear sense of career direction sparked the idea for Xello. Grounded in his lifelong passion for career development, Jeff has helped to build Xello from three founders to an organization with over 260+ staff, serving thousands of school systems across the US.

While creating software that engages and empowers each and every student to create their successful future has always been the goal, Jeff understands the value of relationships and has worked to make Xello a true partner that schools, districts and states can count on to ensure their career development aspirations become reality.

Jeff has a long history working directly with government bodies across the US, and brings a wealth of experience and guidance for the City of Waterbury.

Jeff is the proud father of three teenagers and he's enjoying suddenly not knowing anything about anything.

Client Solutions Team

+1 (800) 965-8541 x 2

help@xello.world

Available from 8 AM - 8 PM EST to support district and school staff with inquiries about how to use Xello, troubleshoot any issues, and effectively use the program with students.

Access to Xello's Client Solutions team is UNLIMITED AND FREE OF CHARGE.

Tech Support

Our Client Solutions Team is here to help you, your staff, students, and families.

- Experts in everything!
- Available **Monday - Friday from 8 AM - 8 PM EST**
- Unlimited phone, email and **LIVE CHAT** support

- In-app contact options
- Tools to resolve issues on the spot

District staff can reach Xello for support **toll-free at +1 (800) 965-8541 x 2**. Callers will be able to speak to a live person and receive support directly over the phone from a Client Solutions expert.

Emails can be submitted to help@xello.world and a representative on the team will respond as soon as possible. The Client Solutions team has a technical SLA to respond within one business day, however, first response times have averaged **less than two hours** across all escalation types—with first response for critical or significant issues often happening in a matter of minutes.

If an issue needs to be escalated to another department or reported as a bug ticket, the Client Solutions team will work closely with the appropriate departments to summarize the issue and present the problem thoroughly and accurately to relevant departments. This could include product, engineering, or data services team members.

The Client Solutions team will convey the client's experience, and work with internal teams, including the Xello Success Manager and Onboarding Manager assigned to the client, to resolve the issue as soon as possible. Time to resolution depends on the severity of the issue; however, Client Solutions staff will remain in constant contact throughout the resolution process, keeping clients updated every 1-2 hours with new information and resolution status.

Anyone within the district can connect with the Client Solutions team for support, whether it be students, families or district staff. Support hours are unlimited. Regardless of who reaches out, or how often, the whole community will be fully supported.



“

Whenever we have a problem, whether it's on our end with our own IT issues or something we don't understand, we can always get a hold of someone. And it's not a 'Hey, thanks for placing a help ticket, we'll get back to you within the next seven days,' it's a human being on the other end

”

walking us through it. **WE LOVE THAT!**

Emily Stevenson, (Former) *Lead CTE Counselor*,
Poway Unified School District

Xello's Support Center

Available at help.xello.world, it is designed with self-serve, multimedia, educational resources available 24/7. Information is sorted based on grade and user types (i.e. student vs. educator). Topics can be easily searched, and articles come with downloadable resources, manuals, checklists, guides, videos and other training materials.

Conflict of Interest

Xello does not have any business, financial, personal or other types of relationships with the City of Waterbury, currently or in the past three years, which may pose a conflict of interest.

SECTION 3

STATE OF QUALIFICATION AND WORK PLAN



Statement of Qualifications

Xello is honored to submit this response to RFP #8444 for a comprehensive K–12 College and Career Readiness Platform. As requested, this section outlines how our platform delivers on the **Scope of Services detailed in Section C** of the RFP.

We provide a fully integrated, equitable, and engaging solution that goes beyond compliance — supporting students in grades K–12 with tools for goal setting, planning, exploration, engagement, and postsecondary success.

Career & Academic Planning (Grades K–12)

Xello enables individualized academic and career planning for all students in grades K–12. Through self-assessments, future goals, and saved careers, students build a foundation that connects learning to life after graduation. The 4-year course planner integrates with PowerSchool and allows students, parents, and counselors to align course choices with diploma and CTE requirements.

Students can submit course plans for approval, with review workflows for educators and parents that include comment threads and version history.

For K–5 early learners, Xello offers interactive storytelling experiences that introduce community roles, decision-making, personal strengths, and early career awareness. These activities foster CCR mindsets through age-appropriate content.

Career Exploration & Assessments

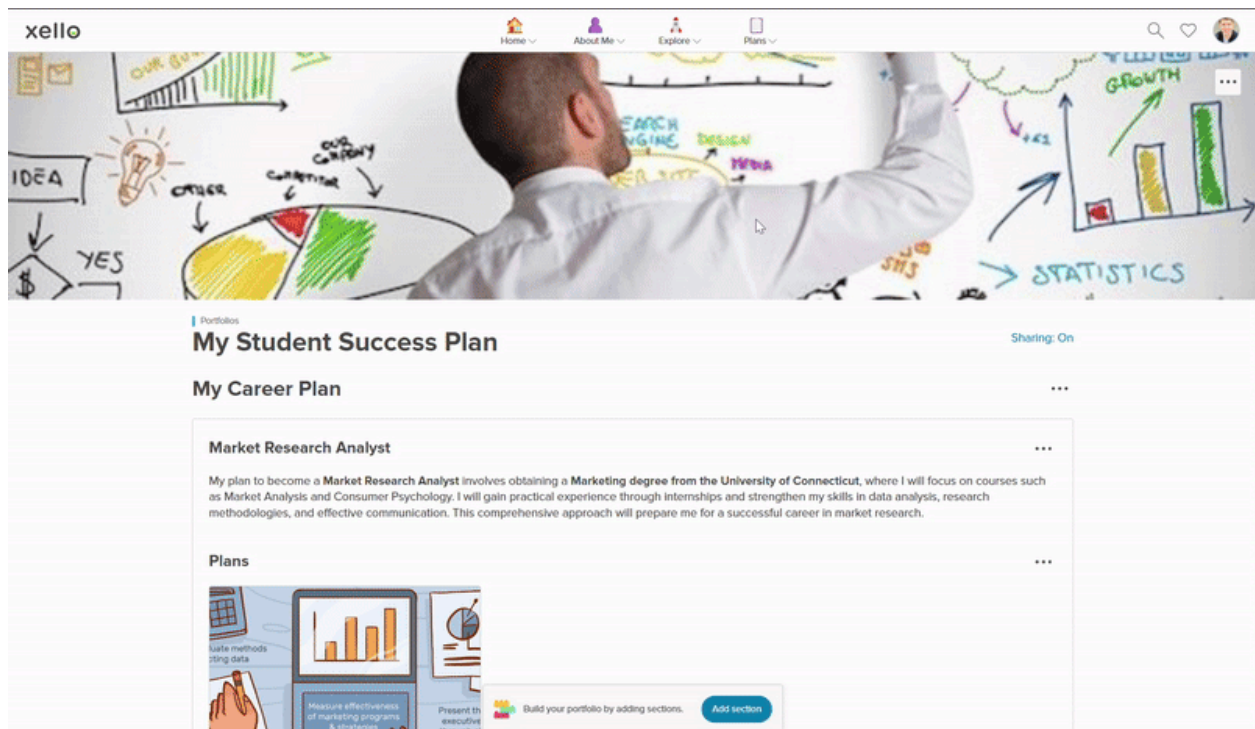
Our platform includes interactive tools such as Career Matchmaker, Holland Code (RIASEC), and Learning Style inventories. These assessments are developmentally appropriate, with content tailored to students as young as grade 3, and help students explore over 600 career profiles with embedded videos, labor data, and required credentials.

Students can compare colleges or careers side-by-side using filters that include salary outlook, tuition, job growth, prerequisites, and required credentials — helping them make informed, confident decisions.

Student Work Products: Resumes, Surveys, Portfolios

Students generate export-ready resumes and respond to educator-assigned surveys by grade or group. Each student builds a digital portfolio with saved careers, schools, goals, reflections, and assessments.

Students can generate a secure, shareable portfolio link to showcase artifacts and planning progress with colleges, internship coordinators, or prospective employers — extending the value of their CCR experience beyond the classroom.



Please see **Appendix A** to view a [sample portfolio](#).

Student Success Plan (SSP) Management

Xello fully supports [Connecticut's Student Success Plan](#) (SSP) structure. SSP tasks such as reflection, interest inventories, resume creation, and goal setting are embedded and trackable by grade. Completion dashboards allow educators to monitor progress at the student, class, and school levels.

Students can also use Xello's integrated **Goal Setting tool** to define and track personal, academic, and social goals. Suggested steps and reflection prompts support time management, self-awareness, and self-regulation skills.

Educators can assign **custom tasks** to individuals or student groups to align SSP delivery to local initiatives, graduation requirements, or program-specific goals.

Please see **Appendix B** for a sample Student Success Plan (SSP).

Work-Based Learning (WBL) & Credential Tracking

Students and educators track WBL activities such as internships, apprenticeships, and community service. Students can log hours and attach documents. Credential tracking allows districts to upload credential lists, while students and educators upload proof of completion. Reporting tools support state, grant, or program-level compliance.

A built-in MATCH framework (Motivation, Aptitude, Time, Credentials, Hands-On Experience) helps students assess their WBL readiness and helps educators ensure equitable access and successful placement.

Experience Timeline & Skill Reflection

The Experience Timeline allows students to record academic, extracurricular, service, and employment milestones. Students tag skills gained and reflect on their growth. These entries feed into resumes and portfolios, helping them prepare for college and career with ownership and confidence.

College Planning Tools

Xello supports students through the full college application process with:

- Direct Common App integration for students, counselors, and recommenders
- Secure transcript delivery via Parchment
- Application tracking dashboards showing deadlines, recommendation requests, submission status, and FAFSA completion

College Rep Visits, Events & Communities

Students RSVP to school-hosted events and college rep visits. The Communities feature allows institutions to share updates and announcements, while students participate in moderated discussions and Q&A sessions.

Financial Aid & Scholarships

Xello provides a personalized scholarship database and FAFSA progress monitoring at the school and district level.

The Real Game, Xello's embedded financial literacy module, teaches students how to budget, plan for debt, and understand real-world financial choices. It aligns with Connecticut's graduation requirement for financial literacy (Class of 2027+).

SAT/ACT Test Preparation

Xello integrates with Methodize to provide embedded SAT and ACT test prep. Students receive access to practice questions, study plans, and review tools — all within the Xello platform.

SIS Integration, Reporting & Compliance Tools

Our data integration teams are the best in the business. From a technology interoperability standpoint, Xello works with dozens of products for seamless account management, data integration and easy access.



We offer nightly data sync with PowerSchool and Clever for grades, credits, test scores, and rosters. Real-time dashboards show:

- GPA trends
- Credit accumulation
- SSP and goal completion
- FAFSA status
- WBL hour logs
- Credential uploads

Targeted Interventions & Group Management

Educators can create custom student groups (e.g., ELL students, seniors, CTE pathway students) and assign them specific tasks, surveys, or events. This allows for targeted interventions and equity-focused planning.

Built-in survey tools allow districts to gather real-time data on postsecondary intentions, FAFSA awareness, or exit feedback — helping Waterbury respond dynamically to student needs.

Third-Party Integrations

Xello integrates with:

- **Honest Game** – NCAA eligibility tracking
- **Methodize** – SAT/ACT prep and Financial Literacy Course
- **Parchment** – Secure transcript delivery
- **National Student Clearinghouse** – Alumni tracking and outcomes data

Equity & Accessibility

Xello is fully WCAG 2.2 AA and Section 508 compliant. The platform supports screen readers, keyboard navigation, read-aloud tools, and is optimized for mobile use. Content is written at a 3rd–6th grade reading level to support all learners.

Differentiated supports are embedded for English learners, students with disabilities, and gifted and talented populations. Through **Xello Family**, parents and guardians can view student plans, saved options, progress, and task completion — with multilingual access that promotes engagement and transparency.

Additional Features & Enhancements

Xello includes advanced tools and educator-focused resources that support Waterbury's broader vision for college and career readiness:

- **Alumni Tracking:** Integration with National Student Clearinghouse enables districts to monitor postsecondary enrollment and persistence data for long-term impact tracking.
- **Educator Curriculum Resources:** Lesson plans, rubrics, and classroom-ready activities help integrate CCR into advisory periods, SEL, and transition planning courses.
- **Digital Literacy & SEL Skill Development:** By using planning tools, portfolios, moderated discussions, and financial literacy simulations, students gain real-world competencies in self-management, decision-making, and digital communication.

Implementation, Training & Support

Our Connecticut-based Client Solutions team ensures successful implementation, including SIS sync, SSP mapping, and role-based training for all staff. Unlimited support is included via phone, email, and live chat, along with ongoing access to webinars, on-demand PD, and strategic check-ins aligned to district goals.

Individual Career and Academic Planning (K-12)

Xello is an award-winning online program that transforms how K-12 students across the country are preparing for college, career, military, and future success.

In keeping with Xello's philosophy of supporting all students, regardless of their pathway or abilities, we have gone to great lengths to ensure that we support multiple learning modalities:

- All **K–5 content** written at a **Grade 3** reading level and **6–12** content at a **Grade 6** level
- The content in Xello is translatable into over **130 languages**
- As Xello is **WCAG 2.2 AA compliant**, the program is compatible with assistive technology like screen readers
- We incorporate interviews in each career profile that can be listened to as well as a variety of video content in our dashboard feed and embedded into our lessons.

- All videos also have closed captions.
- The K-5 program offers built in 'read aloud' functionality for your youngest learners, in **English and Spanish**, in addition to the translation of all written content to **over 130 languages**.

Course Planning with Career Exploration and Inventories

Xello enables students to build, maintain and revise a high school 4-year course plan, starting as early as 8th grade that is aligned to Connecticut graduation requirements.

In the coming year, we are expanding our Course Planning experience to include middle grades (5–8), empowering younger students to begin developing academic awareness and alignment with future pathways. We welcome City of Waterbury's feedback as we build and test this feature.

Xello's Course Planning module allows **students** to:

- Build a high school graduation plan starting in middle school and revise that plan any time
- Choose courses for the next academic year—**which can then be uploaded back into PowerSchool**—by the school/district
- View and select specializations
- View all CTE pathways and Programs of Study available at their high school
- Quickly see if they are on track to graduate, and any missing credits/requirements

Xello's Course Planning module allows **counselors & educators** to:

- Easily pull graduation tracking and course plan reports to help manage caseloads
- Use **automated Critical Alerts** to quickly identify which students are or are not on track
- Override anomalies for certain students on their individual plans
- Monitor which students qualify as CTE concentrators to fulfill **Perkins V** requirements

Xello's Course Planning module allows **families** to:

- View their student's course plan and course selections – but not make edits
- See their student's selection endorsements and Programs of Study
- Provide an **e-signature** on course plans and selections

Xello's course plan reporting includes the following tracking and monitoring capabilities:

- **Student Course Plans:** Review individual student course plans, credits and diplomas. Plans can be exported, and mass printed for counselor and parent signature. Reports can be run to see which students have completed their graduation plans.
- **Courses:** Update courses and run reports based on the number of students planning on taking each course.

The screenshot displays the 'Graduation Requirements' interface. At the top, there are navigation links: 'About Me', 'Explore Options', and 'Goals & Plans'. Below this, a progress bar indicates '14.5 Credits left' out of a total of '7.5 / 22'. The interface is organized into four columns for 'GRADE 9', 'GRADE 10', 'GRADE 11', and 'GRADE 12'. Each column lists available courses with their respective credit values. For example, Grade 9 includes 'ENGLISH - VL 1' (0.5 cr) and 'AMERICAN STUDIES FOR NEW...' (0.5 cr). Grade 10 includes 'Add English 10' (1 cr) and 'Add Social Studies 10' (1 cr). Grade 11 includes 'Add English 11' (1 cr) and 'Add Social Studies 11' (1 cr). Grade 12 includes 'Add English 12' (1 cr) and 'Add Mathematics 12' (1 cr). A 'Ready to Submit' button is located at the bottom center. The interface also includes filters for 'Requirements' (All Requirements) and 'Credits' (Earned, Planned, Remaining).

- **Diplomas & Specializations:** Review requirements for multiple diplomas and run reports on students pursuing each diploma type.
- **Critical Alerts:** See which students are on and off track towards their graduation requirements and specialized diplomas. Xello lets staff easily report on which students are missing corequisites, prerequisites or still requiring admin approval on their plans.
- **Course Planner Approval:** Parents and guardians are able to electronically sign their students' individual graduation plans.

Career Exploration Tools: Assessments, Videos, Dashboards

Xello Elementary: Building Career Awareness in the Earliest Grades (K–5)

In **Xello for Elementary**, students in Kindergarten to Grade 2 are introduced to the world of work through a narrative driven mystery that showcases not only the variety of work and workers in a community, but the importance of every role to that community.

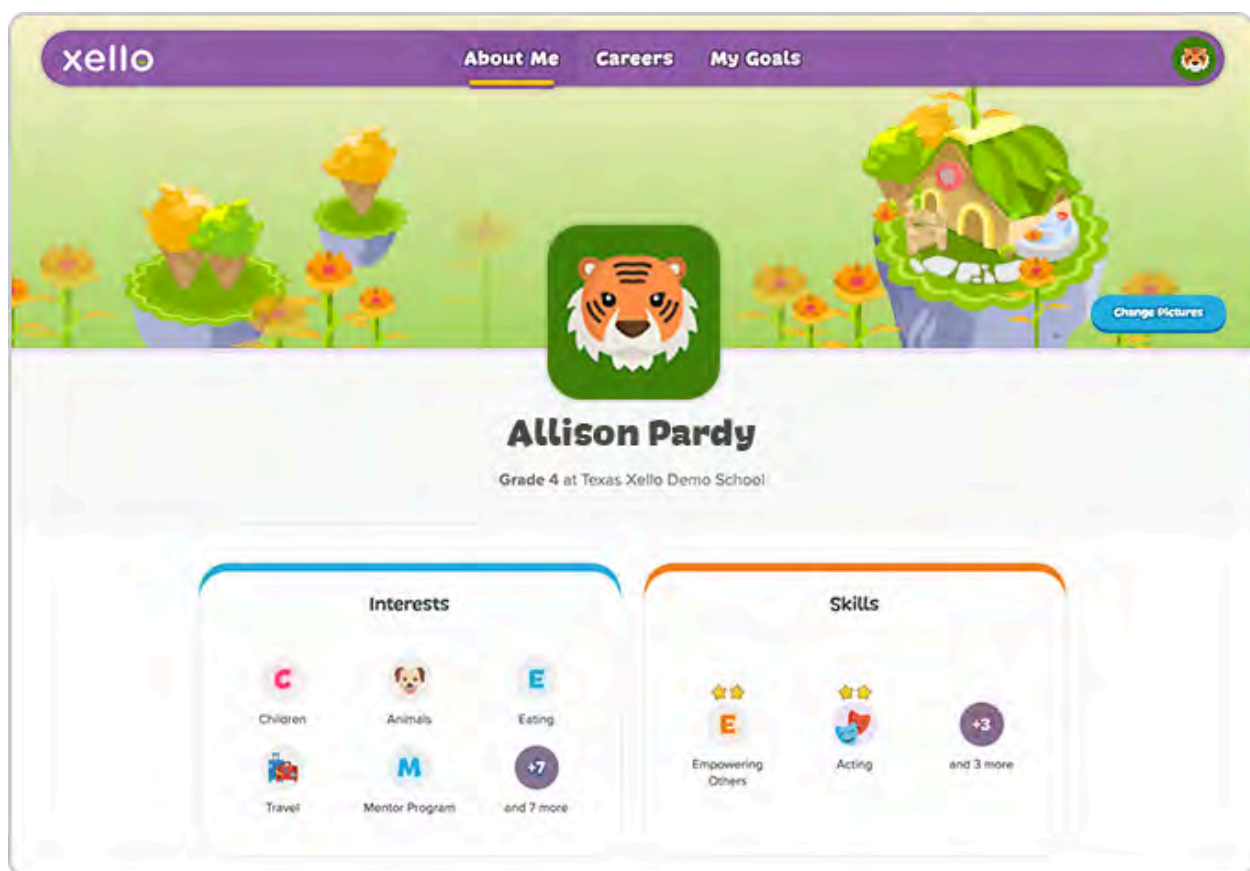
Students explore **six career locations** that represent different career paths. Each location has a unique activity for students to complete, supporting around three hours of play, or 7x20 minute sessions per grade. Students can return to the program and replay the mini-game as often as they want.



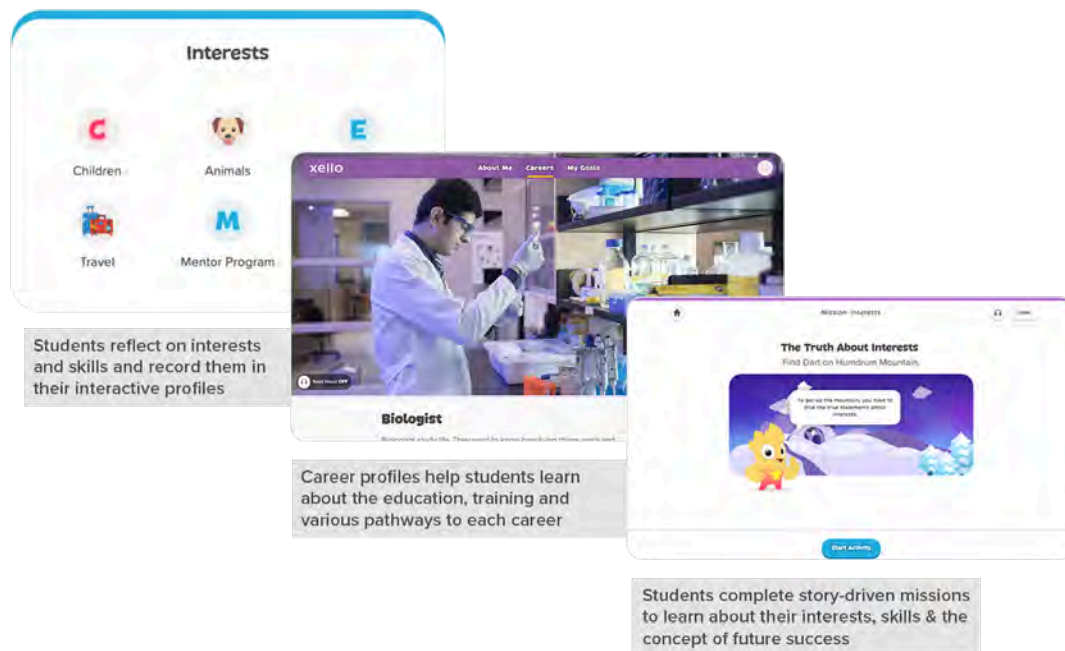
The online experience is also supplemented with a series of offline, in class activities to further reinforce what students are learning and help them apply their knowledge in, and out, or the classroom.

By the end of the 2nd grade, students have developed a baseline understanding of the world of work, and how their interests might align with career pathways.

Xello's experience for **3rd - 5th grade** students builds on this early introduction and encourages students to produce, upload, and store work that can further enrich their experience and that showcases who they are, their future goals, and their career ambitions.



With age-appropriate content and information, students develop greater self-awareness, the ability to self-reflect, and a better understanding of pathways associated with each career.



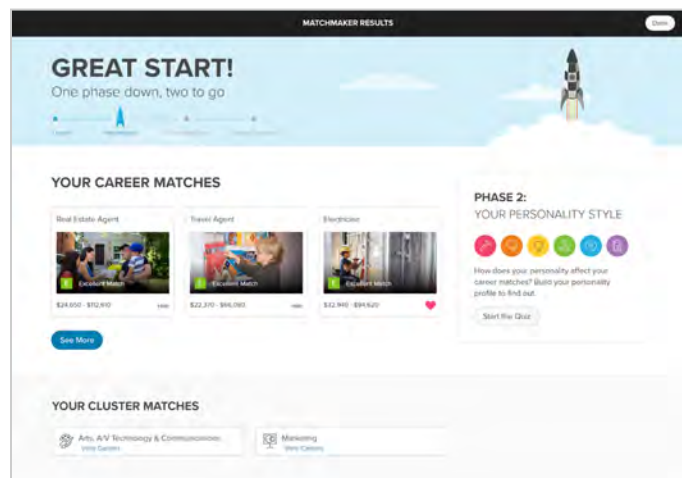
And through story driven lessons and activities, they enhance critical thinking, problem solving, cooperation, and communication skills. Students come away with the confidence and social-emotional readiness to smoothly transition from elementary to middle school.

Xello 6-12

The **About Me** section of Xello is where students build critical self-awareness. Xello encourages students to build self-awareness in a variety of ways.

Xello's **career matching assessments** are accessible from the student **Dashboard** as soon as they log in, or the student's **About Me** section. Xello's assessments include:

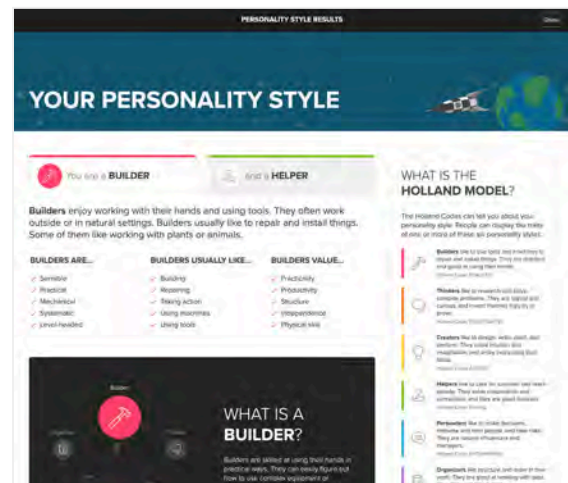
- **Career Matchmaker Interest Inventory:** Students answer questions about their interests. With an easy to understand, visual scale, they are asked about their likes and dislikes and then



suggested careers based on their interests. There are three phases to the quiz.

With each phase, career matches are re-ranked to align with student interests. The results of Xello's Career Matchmaker assessment have been verified as a scientifically valid and reliable predictor of career suitability. It can be reset to allow students to retake it as they gain additional experience and knowledge.

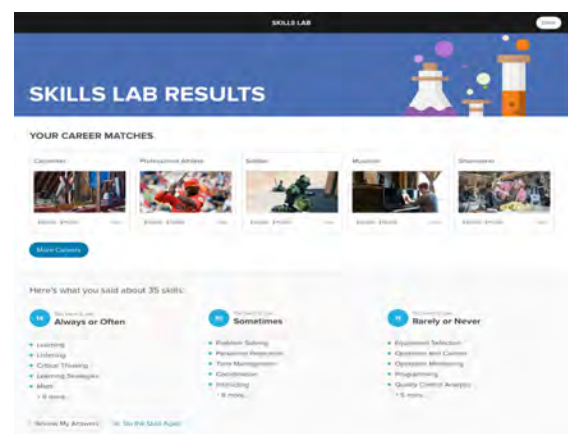
→ **Personality Style Assessment:** Based on the Holland Code, this assessment captures the situations and opportunities that motivate students. They gain insight into the work best suited to their character and how their personality aligns with different work environments. Answers from this assessment help to further tailor career matches—ensuring students are presented with options that feel relevant.



→ **Learning Style Assessment:** Students explore their learning style preferences by answering a series of questions to determine if they are an auditory, tactile, and/or visual learner. Students are provided tips to help them learn based on their learning style results. The screen to the right is an example of the results students get after completing their Learning Style Assessment.



→ **Skills Lab Assessment:** Students in 9th - 12th grades answer a series of questions to identify how frequently they would like to apply certain skills, helping them understand how their own unique abilities and preferences impact their future academic and career options.



Once these assessments are complete, students better understand how their interests connect with career options. They can then apply these insights as they research careers, educational qualifications, colleges or other post-secondary institutions that offer relevant majors or training aligned to their interests and career goals.

Career Clusters

As students complete their assessments, they are matched with career clusters that may interest them. They can learn about each cluster with a brief description of work associated with the cluster, and sample careers. Students can then save clusters they are interested in.

Clusters are organized based on the nationally recognized sixteen career clusters and are a great tool to help students navigate their career options and define their educational path.

Student Goal Setting & Pathway Planning

Xello empowers students to take ownership of their future through interactive goal setting and personalized pathway planning. The platform enables students to:

- Set personal, academic, financial, and community goals with manageable to-do lists and reflection prompts.
- Create custom post-secondary plans around multiple pathways, including college, career, apprenticeship, military, entrepreneurship, and more.
- Add next steps, deadlines, saved schools or careers, and notes—encouraging autonomy and structured progress.
- Indicate level of commitment (e.g., “Going for it,” “Still considering it”) to support more nuanced advising conversations.
- Educators and families can view goal completion and pathway planning activity through real-time dashboards

By embedding this into students’ digital portfolios and aligning with SSP completion tasks, Xello transforms planning into a *living, student-owned process* that supports Waterbury’s vision of “All Students, All Pathways”

Support for Diverse Learners (ELL, SPED, Gifted)

One of the primary hallmarks of Xello is Equity & Accessibility for All. We firmly believe everyone deserves the opportunity for future success.

Xello is the ONLY college and career readiness program that delivers an experience that EXCEEDS WCAG 2.2 (Level AA) standards

The program supports full keyboard, screen reader, and low vision accessibility. Plus, with content written at 3rd and 6th grade reading levels, availability in multiple languages, and visuals that showcase diversity, all students will be able to visualize and plan for their future success.

Core Components of Accessibility

A myriad of techniques have been implemented to make Xello accessible. Here are some of the main pillars of our accessibility strategy:

- Color contrast and font sizes meet the standards described in WCAG 2.1 Level AA
- Captioning for all audio and video content
- Full keyboard accessibility
- Use of [ARIA-live regions](#) for screen readers

Screen Readers

All screen readers that support the above standards are compatible with Xello. To verify that we are meeting these standards, we test with the following screen readers:

- NVDA in FireFox on Windows
- VoiceOver in Safari on Mac and iOS
- JAWS in Internet Explorer on Windows

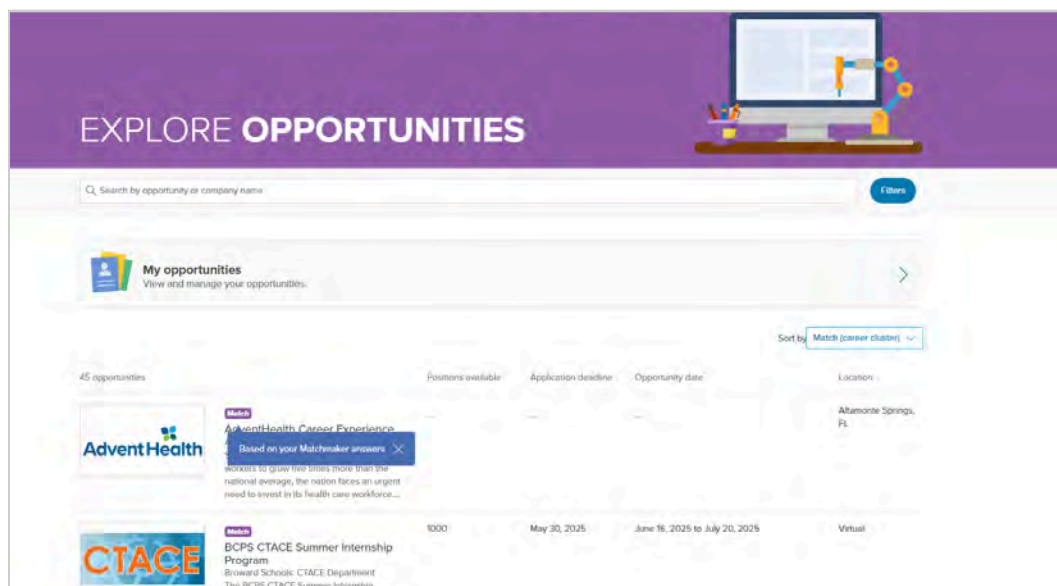
Other screen readers will also work with Xello if they are compliant with the standards listed above.

Work-based Learning and Credential Documentation

Xello's work-based learning (WBL) module bridges the gap between education and the real world. This module makes local employers and hands-on work experience easily accessible for all. Students are able to develop the employability skills companies value.

Xello allows for tracking for all WBL opportunities including opportunities added by the district, opportunities added by the student (with approval), and opportunities where students apply directly with the employer.

- ✓ With time-saving features like **hour tracking and e-verification**, and a central database to manage all WBL opportunities and contacts, Xello helps save educators time and engage students with WBL experiences.
- ✓ In order to easily identify which WBL opportunities are aligned with a student's interests, students and educators will see a **"MATCH" indicator if an opportunity matches their career cluster interests.**



The WBL module supports the management of a local partner database and the set-up and tracking of various work-based learning opportunities, including:

- Apprenticeships
- Internships
- Workplace Tours
- Guest Speakers
- Career Fairs
- Informational interviews
- Job shadows
- Service Learning

Xello brings WBL into students' exploration, with companies and opportunities included on the career pages students match with.

Xello enables districts to manage and track micro-credentials, certifications, and badges directly within the program, in addition to promoting and highlighting key credentials that are essential for skill development or job attainment. Certifications/credentials can be created as a custom lesson or assignment and assigned to specific student groups, giving educators flexibility to easily adapt programming based on student needs. Micro-credential tracking is on Xello's roadmap.

Students are able to add details of any credential they are working towards or have earned, upload a digital copy of a certificate, see details of any credentials recorded on their behalf by educators, include credentials in their resume and their digital portfolio in Xello.

We also know Educators play a key role in this process, so we make it simple for them to manually input or upload a list of credentials to Xello to create a picklist for students and educators to choose from, add credentials on behalf of students, track students credentials and provide the reporting the district and state needs to ensure compliance and completion as needed.

In addition, parents will be able to see any credentials added to their child's account via Family Portal

Student Information System Integration (PowerSchool)

Today, there are approximately **750 districts across the country using PowerSchool integration with Xello**. This is a seamless, automated, frequent, and reliable process. Our Onboarding Managers, well-versed in PowerSchool integration, will guide each District through the process, ensuring a smooth and successful data integration. You'll find a step by step guide for importing data from PowerSchool at www.xello.world/powerschool.

Data integration allows Xello to securely exchange data with SIS systems to:

- Create student, family, and educator accounts
- Assign students to educators
- Create custom groups of student
- Roster students based on course enrollments
- Import student course history

Data integration also takes care of tasks like deactivating, transferring, promoting, and updating accounts, as long as the information in the SIS and/or file-based transfers is kept up to date. You will work with your Onboarding Manager to set-up the integration.

Xello works with Clever and One Roster as well as dozens of SIS systems through both APIs and file-based transfers. Data integration allows Xello to securely exchange data with SIS systems to:

- Create student, family, and educator accounts
- Assign students to educators
- Create custom groups of students
- Roster students based on course enrollments
- Import student course history

College Planning & Applications

Students can seamlessly navigate the entire college journey within Xello, from connecting with college ambassadors and representatives, to managing applications, applying directly through Common App, sending transcripts via Parchment, matching with scholarships, and accessing vital information through the Knowledge Hub. Students stay on track, not only with application deadlines, but with task due dates, ensuring all activities needed for an application stay front and center. Intuitive planning is built into Xello's DNA, allowing students and educators to have visibility into requests, statuses, and action items – ensuring everyone has the right data at the right time making next steps clear. Xello has the necessary tools and automation to enable a smooth and orderly college application season—**available at no additional charge**—including:

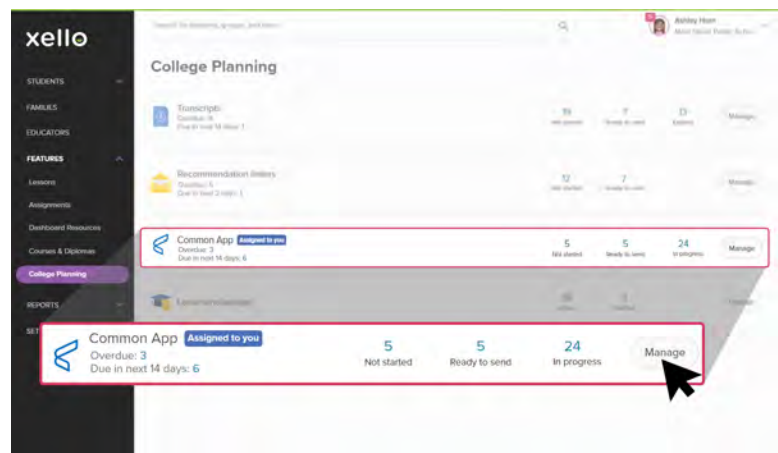
- **[Student Application Management and Submission](#)** – An application tracker empowers students to track application milestones, making time management and planning easier. Tracked information includes:
 - Application method and deadline by admission type
 - FAFSA deadline
 - Letters of recommendation request & submission
 - Transcript request & submission

As students create and track their application tasks, an **Important Dates** section is automatically updated, providing students with an at-a-glance view of key dates and important deadlines. This makes it easy for students to keep track of all their tasks, including fee waivers, interviews, and sending test scores.

- **Electronic Documentation Tool** – Xello thoroughly supports the college application and submission process through the ability to manage [college applications](#), [transcripts](#), and [letters of recommendation](#) directly in the platform, to both Common App and non Common App schools. Through our **integration with Parchment**, students can request and send **transcripts** and **recommendation letters** electronically to postsecondary schools in Parchment's expansive network. Both students and educators get real-time

status updates that provide instant visibility into document progress at every step, all from within Xello. **For counselors and teachers, Xello's Educator Portal makes it easy to monitor and manage transcript recommendation letters.**

- **Advanced Transcript Management Tools** – Xello's Educator portal makes it easy to monitor and manage transcript requests. District staff will be able to:
 - Import student transcripts
 - Update transcripts
 - View latest requests
 - Send transcripts directly to institutions, including email send capability for out-of-network institutions
 - Track transcript progress, at an aggregate and individual student-level
 - Bulk import transcripts
 - Bulk send transcripts
 - Send transcripts on behalf of a student
 - Record and track transcripts sent out-of-network via post mail
- **Ability to Communicate with Outside Universities** – Students can communicate with all universities directly in Xello or through our [integration with Common App](#). Students are able to connect their Xello and Common App accounts and request counselor forms and teacher recommenders for Common App schools from directly within Xello. For counselors and teachers, the integration with Common App centralizes all application management and tracking within Xello so there's no need to toggle between Xello and Common App accounts. Counselors and teachers can complete their Common App profiles, forms, and student requests in Xello – complete with email notifications and progress tracking. **These features are available at no additional charge.**



- **Cost of Attendance and Financial Aid Resources** – Xello offers a one stop shop for **scholarships and financial aid information** helping students and families explore and plan for how they will pay for college. With content that's written at a 6th grade reading level and structured in an FAQ format, students and families can quickly and easily learn about scholarships, FAFSA, grants, work-study, and loans, in their preferred language.

Database of Postsecondary Options (K-12)

Xello has a database of **over 3,500 postsecondary institutions and 1,400 majors** for students in middle and high school and their families to search, explore, and save. This includes national, state specific and local school options—including **2-year colleges, 4-year colleges, military, and vocational training options**.

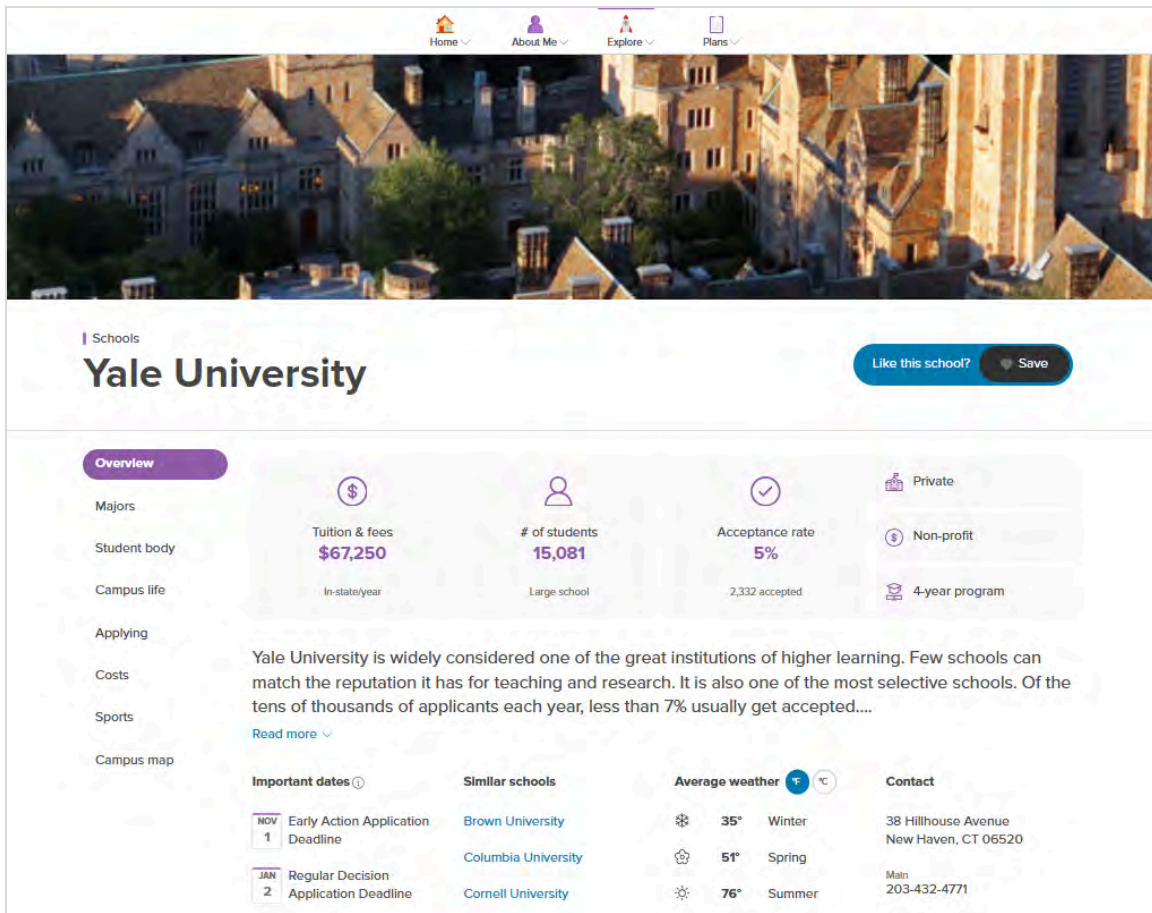
With a combination of **student-friendly school descriptions** and graphical data representation, students get a clear picture of their postsecondary options and can save their favourites.

Students can research schools by name, or use any of the filters below:

- Location
- Cost
- Enrollment Size
- Campus Setting
- Type (Private/Public)
- Program Length
- Areas of Study
- Selectivity Test Scores
- Sports

School profiles have been developed using information from Peterson’s CollegeData and are written at an accessible 6th grade reading level – they include detailed information about:

School	Application	Financial	Majors
<i>Details about the campus, enrollment, and student population</i>	<i>Information about the requirements for a successful application</i>	<i>Information on how to pay for college and what costs to expect</i>	<i>A list of programs offered and their associated degrees/certificates</i>
✓ Ethnicity ✓ Gender ✓ Campus setting ✓ Housing ✓ Sports & clubs ✓ Climate ✓ Address ✓ Map & virtual tour	✓ Average GPA ✓ SAT/ACT score ✓ Transcript ✓ Interview ✓ Essay ✓ Entrance exam ✓ Letters of recommendation ✓ Extracurriculars ✓ Admission factors ranked by importance ✓ Important dates	✓ Estimated expenses ✓ In & out of state cost breakdown ✓ Financial aid options ✓ Important dates	✓ Certificates ✓ Diplomas ✓ Undergrad degrees ✓ Graduate degrees ✓ Ability to click to learn more about each major



Majors

Students can learn more about what certificate, diploma or degree is required by exploring over **1,400 majors**. They can be accessed from career profiles, or from **Explore Options**.

Students can save majors of interest. As with careers and school, counselors and teachers can report on what students have saved to help support their future goals.

Each major profile contains:

- Degree/certificate options (certificate, diploma, associate, bachelor's and/or graduate)
- Major description
- Related careers and other related majors
- Typical courses associated with the major
- Schools that offer the major, with the ability to filter by state
- Degree/certificate options by school

Scholarship Search, Internships, Military Pathways

Xello offers both a [Local and National Scholarship](#) database for students, families and educators. Students have the ability to:

- **Search** scholarships by name or keyword,
- Identify best fit scholarships by filling out their **personal scholarship profile**, which will automatically match them with scholarships
- Use date and grade **filters** to further refine their search
- **Save** and build a shortlist of scholarships they are interested in
- Self-report on application **status** to identify those they have applied to and/or won

Within **Local Scholarships**, students can browse the local scholarships that their district educators have added into Xello. Local Scholarships can be made available for either all students within the entire district, or customized at the high school level.

Xello's National Scholarships include **6 million national, institutional and state scholarships**. Students are matched to scholarships based on their profile information to ensure they are finding the most relevant matches.

Reporting around scholarship outcomes and student interest are available for Educators.

For more information please watch  [Discover your scholarship options](#) and read [Unlocking Potential: Scholarships Have the Power to Transform Lives](#).

Within Xello's work-based learning (WBL) platform, students can search for a variety of opportunities such as internships, apprenticeships and paid work. These opportunities can be searched in alignment with a student's career or pathway of interest and they can filter opportunities by factors such as distance, duration, career cluster and more.

Companies also have the ability to create company profiles in Xello where they can share corporate information and the types of work-based learning opportunities they offer.

Xello helps students explore options and create plans based on **nine postsecondary pathways**:

- | | |
|--|--------------------------------|
| ● Career | ● Military |
| ● 2-year College or 4-year College | ● Straight to Work |
| ● Major / Program / Course or Apprenticeship | ● Being an Entrepreneur |
| ● Technical or Vocational Training | ● Supported Training or Living |
| | ● Gap Year |

Career Readiness Features and Labor Market Insights

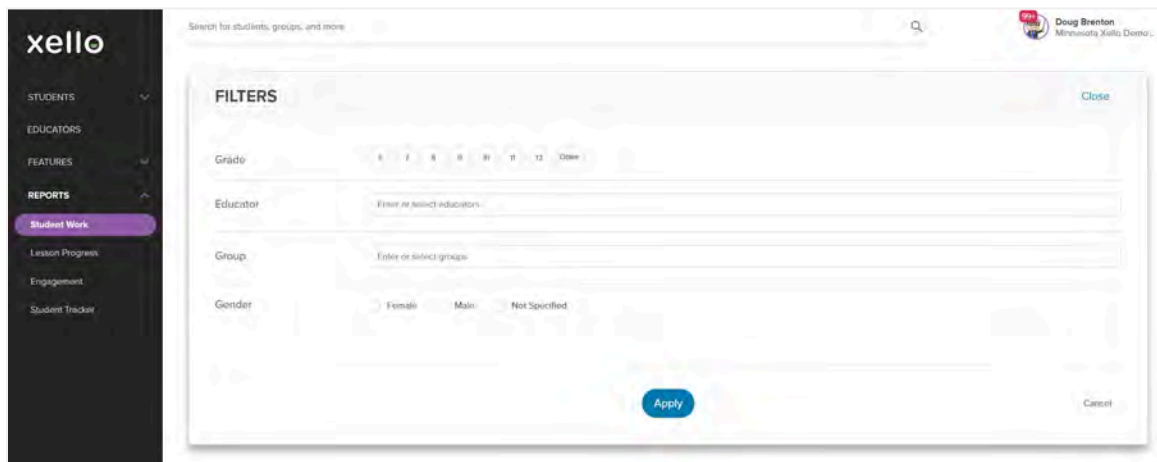
All of Xello profiles include local career data including local earning information for Connecticut, with the option for students to easily toggle to view salary information for other states as well.

Earnings are separated into entry, median and experienced so students see how earnings can grow with experience in that career.

Dashboards for Staff (Counselors, Administrators)

Xello makes it easy for district administration, counselors, and teachers to track and measure student progress, test scores, pathways and more. The program comes with the flexibility to track student work on a per-student, class, group, district or school level. Xello's dashboards include:

- ➔ **Student Work:** Here, educators gain a comprehensive snapshot of individual student journeys. With insight into how students engage with Xello – from completing profiles to selecting majors – educators can provide personalized instruction to support student goals. For counselors and college and career specialists, this dashboard is an essential resource for understanding individual student interests so they can provide more tailored guidance on academic and career paths.



- ➔ **Lesson Progress:** This dashboard offers a specific focus on tracking student lesson engagement, providing valuable data for educators to track lessons that are not started, in progress, or completed.

- **Engagement:** The Engagement dashboard is a valuable tool for tracking login frequency and identifying students who may require additional support. This dashboard can be used to gauge overall engagement, identify low-usage periods, and enhance program usage.
- **College Application:** This dashboard keeps track of the college application process in real time. It displays which transcript and recommendation letter requests need attention, which Common App forms are assigned, and the status of local scholarships. This way, all crucial elements of the application process stay under control and up to date.
- **Course Planning:** Xello's Course Planner tool helps Educators—and Students—build a four-year high school course plan. Xello integrates with the SIS to ensure accuracy and to make the planning process quick and seamless for all involved. In the Educator Account, reports can be run to assess students' progress in planning their four-year courses, their diploma and specialization progress, or quickly see a summary of any alerts. The plan can easily be sent to parents/guardians to view and approve electronically.
- **Lesson Progress:** This dashboard offers a specific focus on tracking student lesson engagement, providing valuable data for educators, particularly counselors and college and career specialists. With lessons categorized as not started, in progress, or completed, educators can make sure no student falls behind academically.
- **Assignment Progress:** By offering a focused view on the status of student assignments, this dashboard becomes a vital tool for maintaining academic momentum. Real-time progress reports provide actionable data for educators, while principals and district administrators can use this dashboard to evaluate teaching effectiveness and make necessary improvements.

“ Xello supports the entry of courses that can easily be imported into our SIS. **COURSE ADVISEMENT HAS NEVER BEEN SO EASY.** Xello's customer service is unmatched, and the team makes you feel like you're the only client on their caseload. ”

– Trina Harris, *Director of Counseling Services*
Crowley Independent School District (TX)

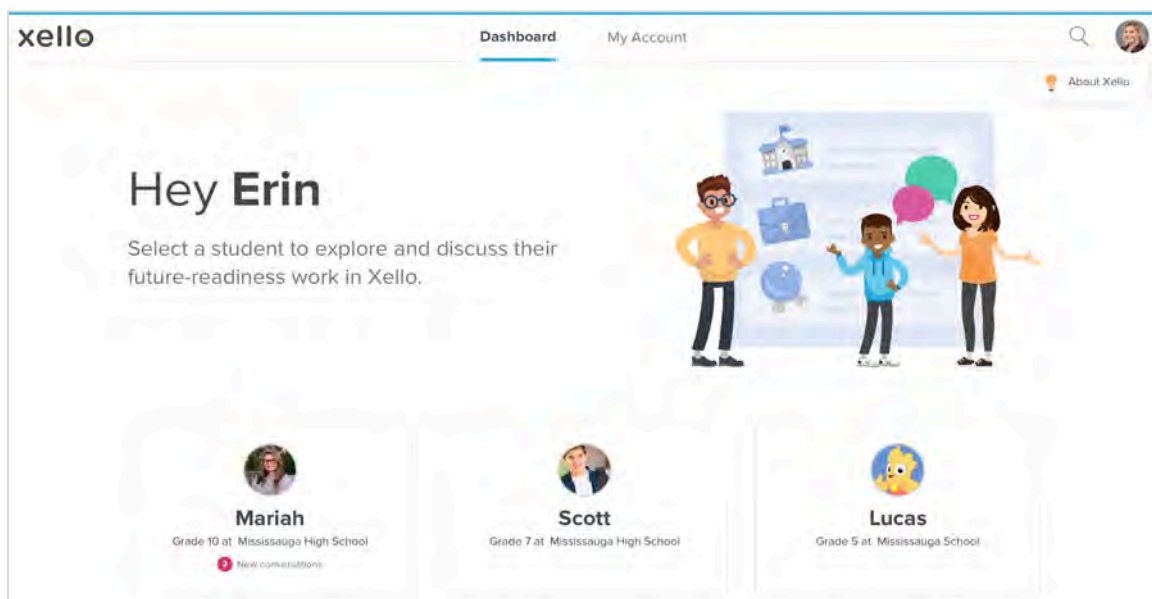
Parent and Student Access to Tools and Dashboards

Xello Family provides a portal for parents/guardians to access, engaging them in their child's work and plans in Xello.

Families have full access to a student's work so parents and guardians are able to get deep insight into their child's progress and plans. Families with multiple children are set up with a single point of access for increased efficiency and transparency.

In addition, family access also provides a demo student experience so parents and guardians can experience the college, career readiness journey along with the students and access key resources including FAFSA information.

Parents/guardians can also approve students upcoming course selections, full course plans, and receive messages from educators.



Real-Time Student Metrics (Credits, Service Hours, CTE)

Xello makes it easy for district administration, counselors, and teachers to track and measure student progress. The program comes with the flexibility to track student work on a per-student, class, or school level. Educators can even create custom groups to track specific segments of the student population. On the following pages you will find how Xello helps educators easily manage, track and measure student progress.

Reporting Capabilities & Custom Reports

Xello's reporting includes both powerful built-in tools and the ability to request custom reports tailored to district-specific needs. Whether using our out-of-the-box options or collaborating with our data team for advanced SFTP-based exports, Xello ensures that districts get the insights they need, when they need them. The platform offers dozens of real-time, ready-made reports that track student usage, assessment completion, and planning progress with precision.

Accessible for district and school staff, these reports present data in a visual, easy-to-understand format. They're designed to help administrators, counselors, and educators run unlimited reports and filter data to better understand students both at an aggregate and individual level. All data is automatically updated nightly to ensure accuracy and timeliness.

Xello's reports include tracking for the following:

	K - 5th Grade	6th - 12th Grade
Student Work <i>These reports track students' activity in key areas of the program, including how they have completed their About Me profile, assessments, saved careers, schools, and majors. Student Work reports also include in-depth reports on Course Planner progress, including course planner completion, course planner alerts, diploma completion and more. Reports include:</i>	✓ Skills ✓ Interests ✓ Saved careers	✓ Matchmaker results – suggested careers ✓ Suggested clusters ✓ Personality styles ✓ Learning styles ✓ Skills ✓ Interests ✓ Saved careers ✓ Saved clusters ✓ Saves schools ✓ Saved majors ✓ Plans ✓ Course planner submission summary ✓ Student count by courses ✓ Student count by diploma ✓ Courses pending approval ✓ Students without pre-registration ✓ Graduation plan completion ✓ Critical alerts ✓ College applications ✓ College, career and

	K - 5th Grade	6th - 12th Grade
		military readiness indicators ✓ Experience – work, volunteer, education, life, etc.
Lesson Progress <i>These reports track whether students have not started, are in progress, or have completed their Lessons.</i>	✓ Completion by student ✓ Completion by grade ✓ Completion by lesson	✓ Completion by student ✓ Completion by grade ✓ Completion by lesson
State Mandate Report <i>This custom report tracks student progress and completion of mandate requirements.</i>	✓ Completion by student ✓ Completion by mandate requirement ✓ Completion by custom data	✓ Completion by student ✓ Completion by mandate requirement ✓ Completion by custom data
Assignments <i>These reports track whether a student has or has not completed their Assignments.</i>	✓ Completion by student ✓ Completion by grade ✓ Completion by assignment ✓ Reviewed by teacher – grades 3-5 only	✓ Completion by student ✓ Completion by grade ✓ Completion by assignment ✓ Reviewed by teacher
Engagement <i>These reports will show how often and how recently students have signed in to Xello.</i>	✓ Logins by day/month/student ✓ Logins by grade ✓ Logins by educator	✓ Logins by day/month/student ✓ Logins by grade ✓ Logins by educator
College Planning <i>These reports track both student and educator college planning updates in Xello, including college applications by institution, scholarships, and Common App applications progression.</i>		✓ College applications by institution ✓ Added scholarships ✓ Common App counselor forms ✓ Common App teacher evaluations

Xello's reporting capabilities include:

- **Ability to Create or Request Custom Reports:** For more advanced and tailored data needs, Xello's data team can collaborate with the district's IT or analytics team to define custom reporting requirements. Once requirements are finalized, Xello can establish a nightly Secure File Transfer Protocol (SFTP) feed that automatically generates one or more custom CSV files. This allows districts to integrate Xello data into internal dashboards or data warehouses for deeper analysis and reporting flexibility. All custom reports are created **free of charge**.
- **Ability to Export to Excel:** The Data & Export feature is a dropdown menu that can be found throughout every educator's account. This feature allows administrators, counselors, and teachers to export almost any list or report in Xello to a spreadsheet that can be locally saved to view and manage. Data can be exported as either an Excel file or CSV.
- **Unlimited Access:** as long as [Client Name] remains a Xello client, they will have unlimited reporting capabilities at the district and school levels. There are no caps to the number of reports that can be pulled annually.
- **Filtering:** the ability to filter reports by grade, group, gender and other attributes to drill down to a specific subset of students and their performance.
- **Alumni Tracking:** Xello has partnered with **National Student Clearinghouse (NSC)** to provide clients with reports that gauge the college success of high-school graduates. With the NSC integration, **districts are able to access reports to understand post-secondary enrolment and persistence trends of their alumni.**

Measuring Progress per Student & by Student Groups

Xello enables tracking and measurement at the district, school, class and student-level, allowing educators to filter and track specific student groups and the progress of various populations.

Progress per Student

Educators can track individual student progress in two ways:

- **Review the Individual Student Profile:** educators can click into a student within the Student List and see a complete portfolio of the work students have done, including their course planning and lesson progress.

- **Per Student Reports:** Educators can pull reports that showcase individual student work including their suggested careers, assessment results, skills, interests, saved careers, plans and course plans.

Creating and Tracking Student Groups

Groups of students can be used to easily filter lists and reports, create assignments for select students, track specific segment progress, and more. Students cannot see the groups in which they have been placed.

To create a new group, educators simply need to login to the Educator portal, click **Students** and select **Student Groups**. They can then click **Create Group**. Educators can give the group a name and then add students, either search by student name or ID, or by clicking **Select Students** to browse and choose students from the student list. Clicking **Filters** on this page easily narrows the student list by grade or assigned educator.

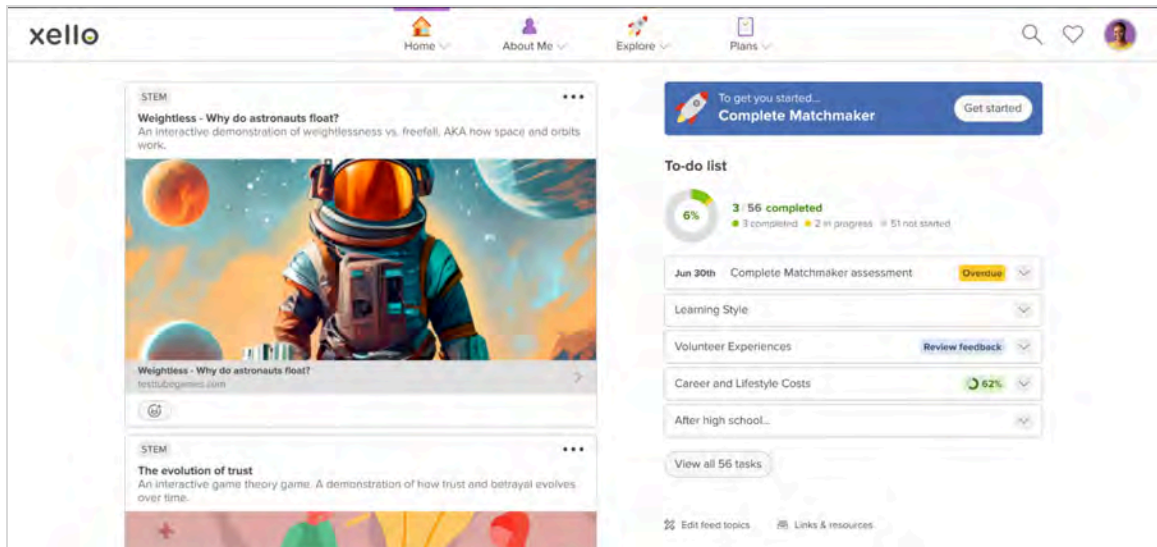
To track the progress and work of a particular student group, Educators can login to the Educator portal and click **Student Work** under **Reports**. They can choose from a number of reporting categories including assessment results, saved careers, plans, course plan submissions and college applications. After choosing a reporting category, educators can select **Filter** to track and measure a specific student grade or group.

Educators can adjust groups at any time—adding and removing students as necessary. They can review the individual students within a group by logging into the Educator portal and clicking on Student Groups in the Student section.

Data Analytics on Engagement and Postsecondary Trends

The **Completion Standards and Student Task Lists** features in Xello guide students towards their college and career readiness goals with greater clarity, structure and accountability. The functionality empowers districts to tailor activity and tasks for each grade level, including all types of SSP activities.

All tasks and lessons configured on the educator side will appear in a task list on each student's dashboard, providing them with a central place to keep track of what they should be completing in Xello. Tasks are associated with activities in Xello and will be automatically marked as done after a student completes the associated activity e.g. completes Career Matchmaker Assessment. **Automated Critical Alerts** quickly identify which students are or are not on track to meet graduation requirements, enabling Educator interventions in a timely manner.



- School or District Completion Standards Configuration** – Xello’s Completion Standards gives the City of Waterbury the ability to configure the grade-specific activities for your students to meet your SSP established standards. If you have already developed these standards and implemented them with Schoolinks or Pathful, we can easily map those activities onto Xello. Alternatively, we can draw on our SSP experience in Connecticut and work with you to develop a new scope and sequence that you will be excited to roll-out to

Completion by task	6	7	8	9	10	11	12	All
Explore career matches			80%		23%	8%		74%
Complete Personality Style assessment							8%	14%
Complete Mission Complete assessment						14%		15%
Complete Learning Style assessment					38%	40%	10%	10%
Complete Skills Lab assessment				11%	27%	64%	12%	28%
Set your after high school goal							50%	50%
Set favourite clusters						10%		10%
Build Resume		8%				10%		9%
Add # work experiences						91%		55%
Add # volunteer experiences				9%				9%
Add # education experiences								

your students.

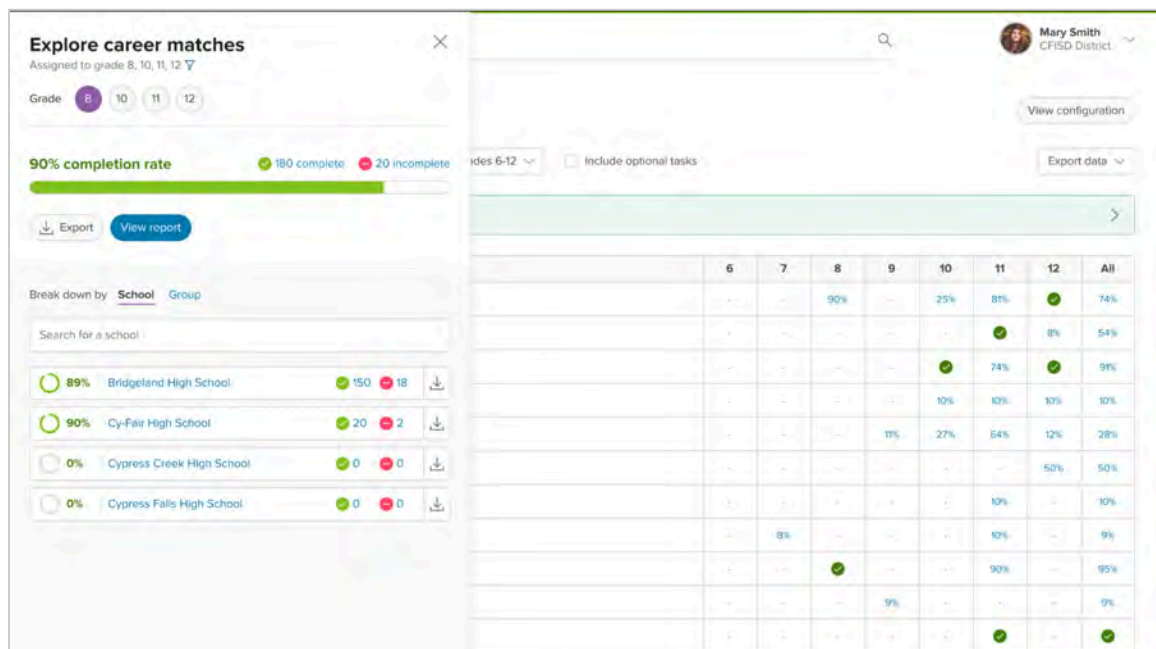
Please see **Appendix C** for an overview of how Xello aligns with Connecticut Completion Standards.

As an administrator you can choose from over 70 student activities including:

- Interest, personality, and learning style assessments
- 28 digital Lessons that teach crucial college and career readiness skills
- Plan building, portfolio building and goal setting activities
- Tracking saved colleges, application statuses and Scholarships
- Surveys

As well, if you already have CCR activities that you love using with your students, you can easily add these activities to your Completion Standards with our powerful custom lesson builder. Once you have set your Completion Standards, students logging in will immediately see the activities they are responsible for completing. With a brightly colored progress bar, we have gamified the experience to drive completion to 100%.

- **Student Dashboard Landing Page** – As students progress through their activities, you will have access to real-time reporting across all grade levels.
- **Completion Standards Reporting Screen** – For each SSP task, you can drill-into the overall report to see completion by grade-level, by school building, and by student group—e.g. class, ESL, ethnicity, etc.



- **Completion Standards Reporting Drill Down** – With one click, an educator can see which students have or have not completed a task and easily message those students who may need a reminder.
- **Easily Nudge Your Students** – Students stay organized and on track towards their goals with the **Student Task List**, a progress tracker feature on their Dashboard. Educators can easily prompt students to retake assessments and assign tasks to student groups for personalized and targeted development. Tasks are not limited to just students. If you have a task that requires educator approval, you can set up a custom lesson that makes it easy for educators to review and approve student work. And if you require a digital signature, you have the option to create a custom lesson that can require digital signatures from one or all of the following user types: educator, parent/guardian, or student.

Work Plan

We recognize the diverse needs of each district, regardless of size, location, or performance. That's why **the City will have a dedicated team** to ensure a consistently high-quality experience throughout the journey with Xello, from initial exploration to ongoing adoption and expansion of program goals.

Three core components of the support the City will receive include:

Success Management

The City will have a dedicated Success Manager who is responsible for making sure it achieves its strategic goals with Xello, including scope and sequence planning, awareness of new features, and maximizing their Xello implementation.

Onboarding Management

The City will also be assigned an Onboarding Manager, who is responsible for overseeing SIS integration, single sign-on configuration, course planning setup, and other integrations. They will ensure that technical setup is flawless.

Professional Development and Training

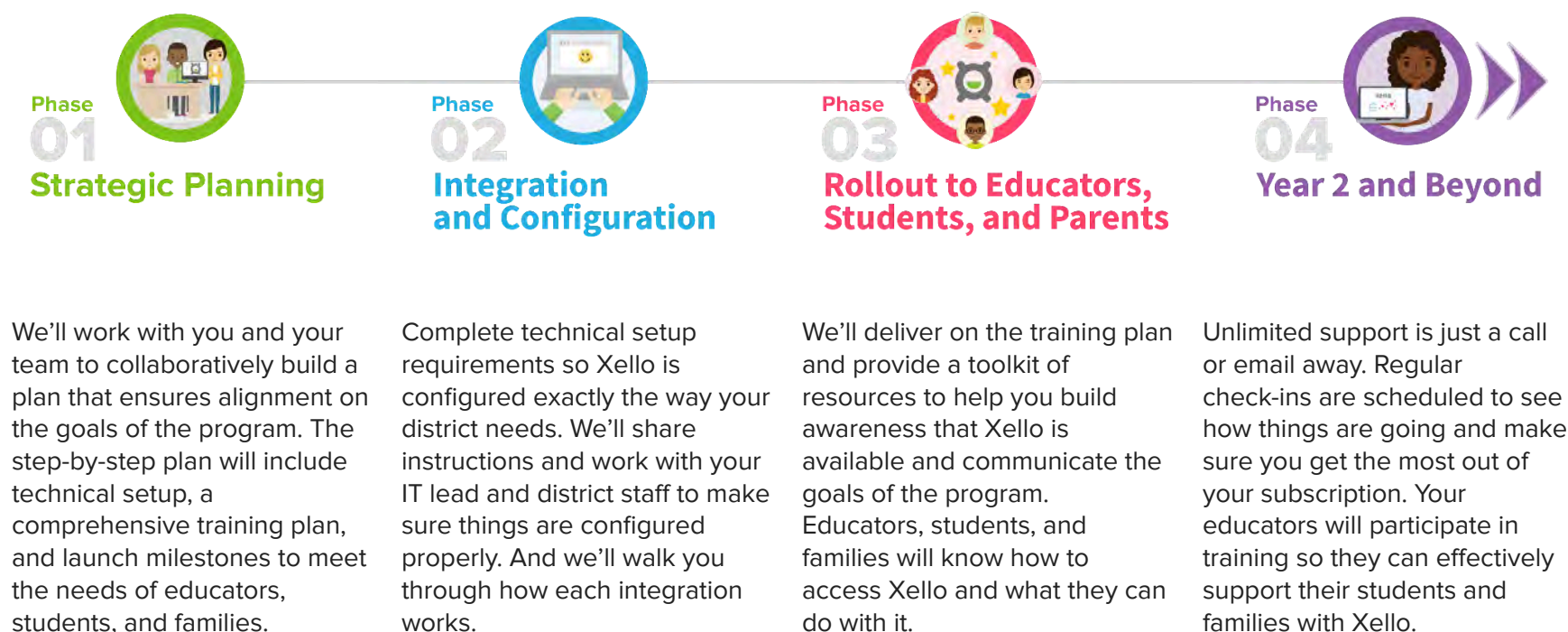
The Training Specialist will work with The City to ensure they have a robust professional development plan and will deliver comprehensive, interactive, engaging training both virtually and in-person.

For further information on suggested training options, please see our proposed [Professional Development Plan](#) in **Appendix D**.

You can learn more about the dedicated Xello team in the [Personnel Listing](#) section.

Four Phases to Implementation and Training

The following draft implementation and training timeline outlines the phases of a rollout, who would be involved at each stage, an average duration for staff involvement, and a recommended timeline. Our team will work with The City of Waterbury to build a detailed plan that aligns to specific dates and practices within the district, including important dates, professional development calendar, technology, staffing, and any other considerations that will help ensure success. Xello's implementation model provides the City leaders, administrators, and key educators a clear plan and strategy to bring Xello to life in their schools.



Development and Implementation Support

This Implementation Timeline provides a high level overview into when key activities will take place in order to ensure a smooth and timely launch of Xello at the City of Waterbury for the SY 2025-26! Below, you'll find additional details about the tasks, activities and outcomes in each implementation phase.

PHASE	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Winter 2026 & Beyond
<i>Phase 0 – Award and Contract Approval</i>	●						
Phase 1 – Technical Set Up, Integration & Feature Configurations		●	●				
Phase 2 – Program & Success Planning		●	●	●	●		
Phase 3 – Naviance Transition Planning		●	●				
Phase 4 – Training & PD		●	●	●	●	●	●
LAUNCH XELLO TO STUDENTS!						🎉	
Phase 5 - Introduce Xello to Families					●		
Phase 6 - Unlimited Ongoing Support							

Phase 0 – Award and Contract Approval

Proposal award and contract finalization will be completed prior to initiating the implementation plan.

Who's involved:

The City of Waterbury: Procurement Team

Xello: Proposals and Contracts Team

What will happen:

- Award announcement
- Contract is finalized

Phase 1 – Technical Set up, Integrations & Feature Configuration

During this phase, Xello will work with District Leads and District IT contacts to integrate Xello with a variety of District systems and ensure that Xello is configured exactly as needed.

Who's involved:

The City of Waterbury: District Lead, IT & SIS Lead

Xello: Success Manager, Onboarding Manager

What will happen:

- Set-up data integration with District's SIS, PowerSchool
- Implement District's preferred Clever Single Sign-on for easy student, educator and parent access
- Integrate with Clever for student and educator rostering
- Plan for additional integrations of Xello's college tools including eTranscripts, Letters of Recommendation, Common App (opt-in deadline is June 21st), Test Scores, NSC Student Tracker etc as identified in district's strategic plan
- Initiate data share to setup Course Planner configuration based on graduation requirements and specializations offered at the The City of Waterbury

Phase 2 – Strategic Program & Success Planning

Your dedicated Xello will work with the The City of Waterbury District Leadership Team to develop a strategic plan for launching Xello and defining success:

Who's involved:

The City of Waterbury: District Department Leaders (CTE, Counseling etc.)

Xello: Success Manager

What will happen:

- Build a full understanding of your vision and needs (deepening our shared understanding of your priorities as outlined in the RFP)
- Identify goals and metrics for success
- Discuss risks and challenges and strategies to address those
- Collaborating on timelines and milestones related to Xello's rollout
- Create district program scope & sequence
- Communication planning to ensure schools are aware of and excited about the platform
- Establish a regular cadence of touchpoints and channels to keep everyone up to date
- Develop a rollout plan to educators, students, and families
- Regular meeting cadence is planned with The City of Waterbury and Xello teams

Phase 3 - Naviance Transition Planning

Before your Naviance contract expires in summer of 2025, we'll focus on ensuring that all relevant data is extracted and imported into Xello and that we have a change management plan in place for your students, educators and families

Who's involved:

The City of Waterbury: District Department Leaders, IT Leads

Xello: Success Manager, Onboarding Manager

What will happen:

- Evaluate which data points in Naviance will be extracted and imported into Xello (i.e historical test scores, saved careers/colleges, resumes etc)
- Review any existing Naviance Scope & Sequence and Student Success Plan (SSP) resources and map those activities into Xello. We will also use the opportunity to discuss what worked in Naviance and what could be improved upon moving forward
- Discuss a communication plan for Naviance power users at The City of Waterbury to ensure that they are comfortable and well trained in Xello BEFORE your Naviance contract expires
- Consider if a communication plan to families will be required

Phase 4 – Training and Professional Development Planning and Rollout

During this phase, we refine the suggested The City of Waterbury Training Plan to reflect your goals, strategic plan and Scope & Sequence. Training is an ongoing initiative and we'll plan for training requirements both short term and long term.

Who's involved:

The City of Waterbury: District Department Leaders

Xello: Success Manager, Training Specialist

What will happen:

- Work alongside your dedicated Training Specialist to develop a customized professional development plan for the 2024-2025 academic year – please see our proposed [Professional Development Plan](#) for more details – *The suggested training is based on the scope of work of the RFP. The draft plan will be refined in collaboration with the The City of Waterbury team.*
- Key training should begin prior to the The City of Waterbury-Naviance contract ending. This will support a smooth transition between programs and ensure that counselors and other educators feel comfortable and prepared for change
- Create a communication plan to inform staff of training plan and training requirements
- Create custom training kits and collateral as needed
- Establish key training completion metrics and track progress
- After-training communications & follow-up with additional resources
- Track [Xello Academy](#) completion
- Collect initial login rates, completion rate and other success metrics

READY TO LAUNCH TO STUDENTS

 **ALL SYSTEMS GO!** Xello is ready to launch to students for the 2025-2026 school year! 

Phase 5 - Introduce Xello to Families

Families are an integral part of a successful CCR program. We'll be sure to create and distribute Family Xello logins and create opportunities to educate parents and families about the work their students are doing in the program.

Who's involved:

The City of Waterbury: District Department Leaders, IT Leads

Xello: Success Manager

What will happen:

- Create and distribute family login accounts across the district
- Configure family SSO options (if desired)
- Plan to have Xello present as part of any existing 'Back to School' or 'Family' nights
- Invite families to Xello introductory webinars

Phase 6 - Unlimited Ongoing Support

For the District

Continue with ongoing and **unlimited support** from your dedicated Xello team to:

- Keep you apprised of progress and adoption
- Reflect on successes and challenges, what worked well and ways to improve for the future
- Plan for ongoing training and [professional development](#) requirements
- Review goals and priorities, identify opportunities to deepen engagement
- Preview upcoming product releases
- Monitor system performance and troubleshoot any issues
- Conduct regular post-implementation check ins at the 1, 3 and 6 month mark to identify any changes required, new goals and initiatives etc.

For Schools

Unlimited and on demand end user support:

- 24/7 access to our Support Center, Client Solutions Team and Help Resources
- Self serve training library and access to ongoing live webinars on key topics
- Access to asynchronous training modules via [Xello Academy](#)

Services Expected by the City

Xello will be in charge of providing all support for the platform, and does not require any City staff dedicated to maintaining the platform. For a successful implementation and launch of Xello, we recommend input from a variety of stakeholders and departments within the City. Throughout this process, we will work collaboratively with the City to ensure that the platform is meeting your needs.

We recommend the following roles for successful implementation and launch:

City Lead

At least one contact at the district level who will be responsible for the overall project and the key point of contact for Xello. This role can be any seniority level, but typically resides in the district's CTE, Counseling or Curriculum departments. This role is responsible for project management at the district level and keeping fellow staff at the District informed of progress.

Course Planning Lead or Pathways Lead

Responsible for working collaboratively with the District's Onboarding Manager at Xello to provide course master/catalog, and verify that courses are set-up properly in Xello to match graduation requirements and pathways. Usually, the district staff member who is most familiar and/or responsible for setting up the course master and calendar.

IT Lead

Responsible for setting up and maintaining all interactions between Xello and the district SIS. This person will be required predominantly for initial set-up and on an ongoing basis for any adjustments or changes being made to the system.

School Level Champions

We often recommend districts appoint a few champions at the school level. Many districts see this as a leadership opportunity for their staff, and champions at the school-level ensure consistent and timely communication, and in-house support for the Xello implementation.

SECTION 4

COST SCHEDULE



Cost Schedule

For a detailed breakdown of the proposed pricing for The City of Waterbury please see the document **Xello - Response to RFP # 8444 - Cost Proposal**.

SECTION 5

INFORMATION REGARDING: FAILURE TO COMPLETE
WORK, DEFAULT, AND LITIGATION



a. Have you ever failed to complete any work awarded to you? If so, where and why?

Xello certifies that it has never failed to complete work/deliverables relating to any contract it was awarded.

b. Have you ever defaulted on a contract? If so, where and why?

Xello certifies that it has never defaulted on any contract.

c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.

Xello certifies that it is not involved in any pending litigation that could affect its ability to fulfill the requirements of this agreement.

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

Xello certifies that none of the contracts it has signed have been 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.

Xello certifies that it has never been named in a lawsuit pertaining 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.

Xello certifies that as a corporation it has never 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?

Xello certifies and guarantees that there are no factors or information that would affect its ability to provide the services being sought in this RFP/agreement.

SECTION 6

EXCEPTIONS AND ALTERNATIVES



Exceptions and Alternatives

Xello agrees with all the terms and conditions outlined in the RFP, and has no exceptions or alternatives to propose.

SECTION 7

ADDITIONAL DATA



State Indicator Report – Connecticut CCRI

Connecticut's Next Generation Accountability System places strong emphasis on the College and Career Readiness Indicator (CCRI), measured at the state level for students in grades 11 and 12. While the state aggregates CCRI data through testing and course information submitted by districts via the TCS Portal, school and district leaders still need tools to monitor, prepare, and proactively support students in meeting the CCRI benchmarks.

To support this, Xello is launching a State Indicator Report this fall—designed specifically to help Connecticut districts track and organize CCRI-related data before it's submitted to the state.

With the State Indicator Report, districts will be able to:

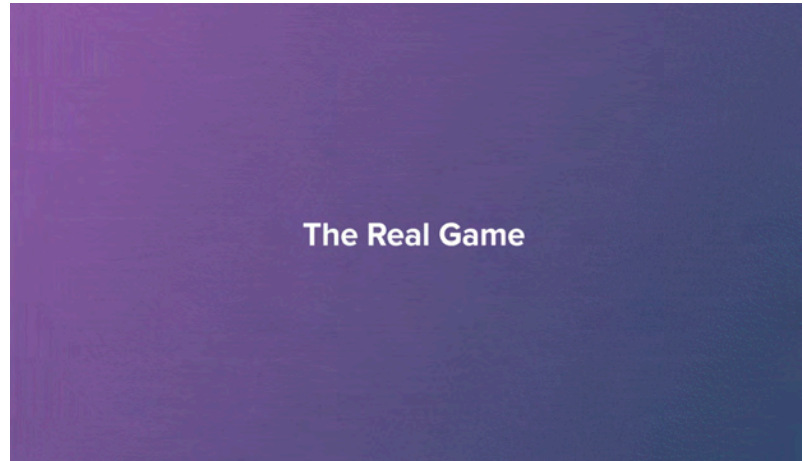
- Monitor student progress toward CCRI requirements across multiple data sources
- Track course completion, including CTE course histories, in alignment with the TCS reporting structure
- Upload supporting evidence like industry-recognized credentials or work-based learning documentation
- Integrate external assessments like AP, IB, SAT, or ACT results directly into the student profile

While official CCRI results are calculated and provided by the state, Xello empowers educators with real-time insights and local control to ensure students meet readiness benchmarks—well before scores are returned.

With competitors gaining traction in Connecticut, despite not advertising this capability, Xello's State Indicator Report presents a strategic advantage, helping districts stay ahead by proactively managing CCRI readiness data.

Financial Literacy & Planning – The Real Game

The Real Game is a hands-on life planning and budgeting tool that lets students explore the financial realities of living and working. Students learn that making real-world choices about their career, education and lifestyle can be both challenging and rewarding. They learn to manage debt, see how costs can impact lifestyle, and understand what it takes to make smart financial choices for a secure future.

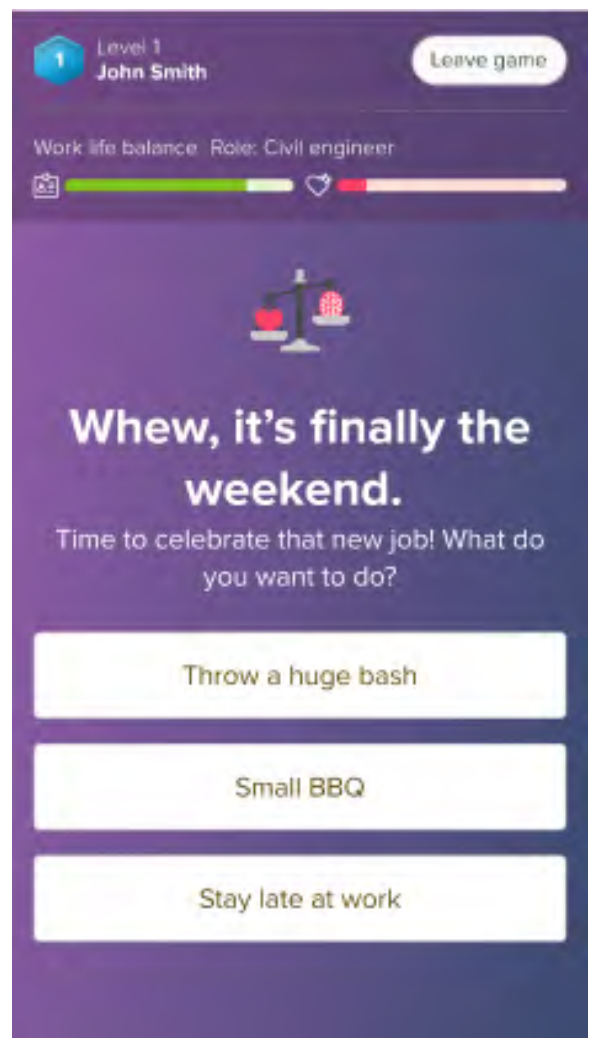


This program is especially timely for **Connecticut**, where beginning with the **Class of 2027**, high school students are required to **complete a half-credit course in personal financial management and financial literacy to graduate**. The Real Game supports this requirement by addressing key elements of the state's financial literacy curriculum, including:

- Banking and saving
- Investing fundamentals
- Budgeting and managing personal finances
- Understanding credit and debit card use

Some of the hallmarks of the The Real Game are:

- **It shows the whole picture** – The Real Game helps students connect their future goals—like career paths or college plans—with the financial realities they'll face. By exploring how choices about money, education, and work fit together, students gain real-world perspective and motivation to take control of their future.
- **Students get to learn by doing** – Through role play and interactive simulations, students

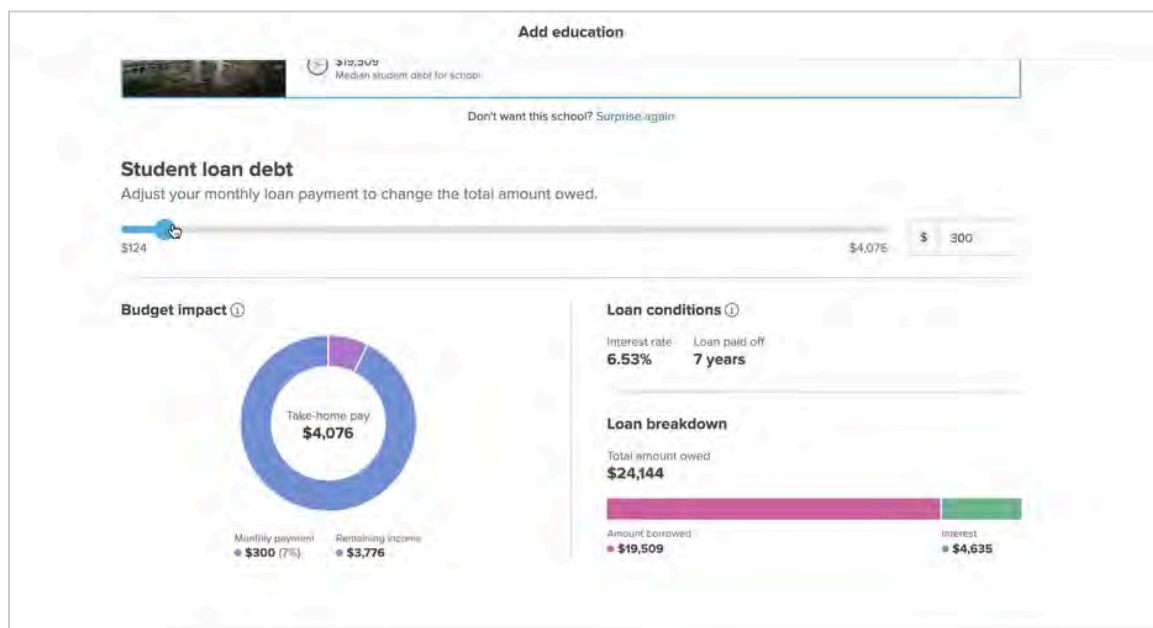


experiment with financial choices, explore different scenarios, and apply concepts in real time. Interactive storylines make learning fun, memorable, and deeply connected to real-life decision-making.

- **It's flexible to meet teaching goals and classroom needs** – The Real Game sparks conversations, inspires critical thinking, and makes personal finance easy to teach—even for educators new to the subject. It gives teachers the tools to guide students with confidence. Additionally, the program will be available in multiple languages, ensuring accessibility and inclusivity for diverse student populations and classrooms.
- **It's the next generation of a trusted classic** – Originally launched in 1994, The Real Game earned international acclaim for helping students build real-world skills through immersive role play. Now reimaged by Xello, it combines the best of the original with modern updates to engage today's students and prepare them for life after school.

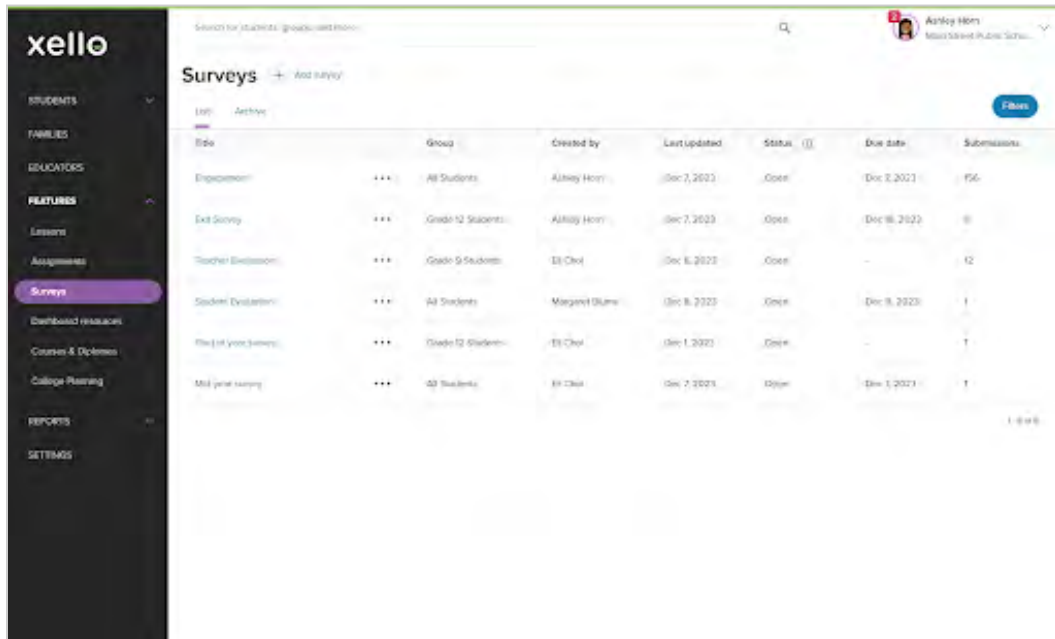
In addition, Xello offers built-in digital lessons designed to help students develop SEL skills, knowledge and proficiencies to prepare them for future success, including financial literacy through lessons such as [Careers and Lifestyle Costs](#).

By implementing The Real Game, Connecticut educators can meet state financial literacy requirements with a proven, interactive curriculum that prepares students for economic independence and lifelong success.



Survey Tools

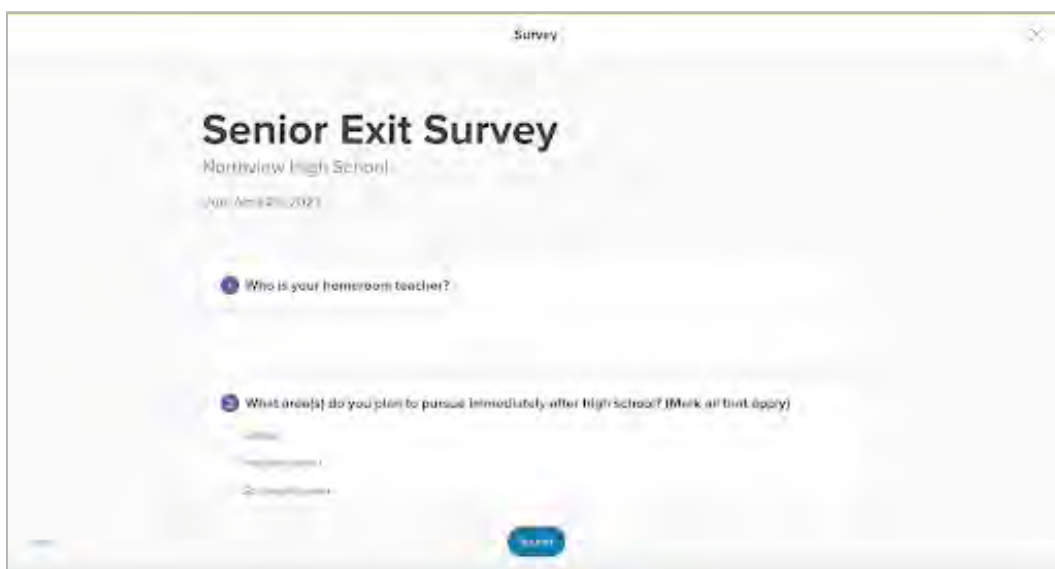
Xello **Surveys** let educators easily create and send surveys to students, making tracking of college application outcomes, self-evaluations, and feedback more organized and efficient. Educators can provide personalized support and guidance based on students' needs.



The screenshot shows the Xello Surveys dashboard. On the left is a dark sidebar with navigation links: STUDENTS, FAMILIES, EDUCATORS, FEATURES (highlighted), Lessons, Assignments, Surveys, Dashboard Resources, Courses & Diplomas, College Planning, REPORTS, and SETTINGS. The main area is titled 'Surveys' and includes a search bar and a '+ Add survey' button. Below is a table of surveys.

Title	Group	Created by	Last updated	Status	Due date	Submissions
Engagement	All Students	Ashley Horn	Dec 7, 2023	Open	Dec 8, 2023	156
Exit Survey	Grade 12 Students	Ashley Horn	Dec 7, 2023	Open	Dec 8, 2023	0
Teacher Evaluation	Grade 9 Students	El Chai	Dec 8, 2023	Open	-	12
Student Evaluation	All Students	Margaret Blum	Dec 8, 2023	Open	Dec 9, 2023	1
Final of Year Survey	Grade 12 Students	El Chai	Dec 1, 2023	Open	-	1
Mid-year survey	All Students	El Chai	Dec 7, 2023	Open	Dec 7, 2023	1

Surveys are fully customizable so that questions can be tailored to an educator's needs and sent to specific groups of students. Plus, Surveys give educators valuable insights to better support their students with college planning, improve engagement and track outcomes.



The screenshot shows a 'Senior Exit Survey' form for Northview High School, dated Jan - April 2023. The form has two questions:

- Who is your homeroom teacher?
- What one(s) do you plan to pursue immediately after high school? (Mark all that apply)

Below the questions are input fields and a 'Submit' button at the bottom.

Administration at the district and school level can create surveys with different question types, set them as optional or required, edit, modify, and allow multiple submissions as needed. They can also copy over existing surveys to use as templates and assign them to custom groups of students.

- Before sending surveys to students, administrators can save them as a draft to review at a later date, preview them before posting, and archive or close surveys they no longer need.
- Reporting and auditing capabilities include the ability to view survey progress, completion and individual responses by students. Surveys also include filtering, messaging and exporting functionality.
- Family members, such as parents and guardians, can see a read-only version of what surveys have been sent to their child, the status, and submission date. They can see the survey and questions, but not the responses themselves, to respect student privacy and encourage full transparency.

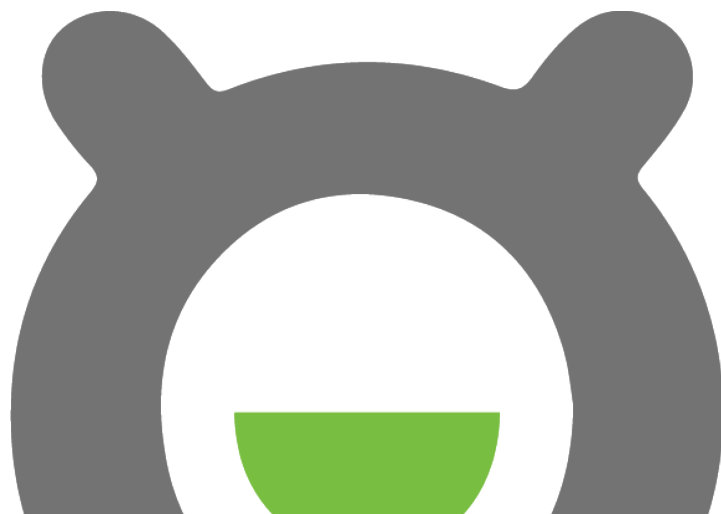
The screenshot shows the 'Create survey' interface. At the top, there are tabs for 'Build survey' and 'Preview'. Below these is the 'Survey details' section, which includes a 'Title (required)' field with a placeholder 'e.g. Survey for students', a 'Description' field with a placeholder 'e.g. Survey for students', and a 'Due date (required)' section with radio buttons for 'Endless' (selected) and 'No due date'. Below this is a 'Submissions' section with a checkbox for 'Allow multiple submissions'. At the bottom is a 'Recipients' section with a 'Post' button. The interface is clean and modern, with a light blue and white color scheme.

APPENDICES



APPENDIX A

SAMPLE STUDENT PORTFOLIO





My Student Success Plan

My Career Plan

Market Research Analyst

My plan to become a **Market Research Analyst** involves obtaining a **Marketing degree from the University of Connecticut**, where I will focus on courses such as Market Analysis and Consumer Psychology. I will gain practical experience through internships and strengthen my skills in data analysis, research methodologies, and effective communication. This comprehensive approach will prepare me for a successful career in market research.

Plans ⓘ



Market Research Analyst

Pathways
College

Careers
Market Research Analyst

Commitment level
Going for it!

[View details](#)

My Assessments

Personality Style ⓘ



Builder / Realistic



Organizer / Conventional

Builders enjoy working with their hands and using tools. They often work outside or in natural settings. Builders usually like to repair and install things. Some of them like working with plants or animals.

Organizers enjoy working with data, information, and files. They are good at following directions and paying attention to detail. They use efficient systems to arrange and keep records. Many of them like working with numbers.

Learning Style ⓘ



Auditory / 45%



Tactile / 40%



Visual / 15%

Auditory-Tactile Learners

You learn best with both your ears and hands engaged! These results show that you prefer **auditory and tactile learning**. It's easier to grasp and recall the material when you can hear it, and then maybe act out or draw it. Try to mix listening and hands-on tasks such as creating diagrams or role-play.

My Experience

Experiences ⓘ



 Get an A on my Algebra exam Category: Academic Timeframe: Short-term Status: In progress View details	 Volunteer 25 hours with Big Brothers Category: Community Timeframe: Short-term Status: In progress View details	 Run 5K in under 30 minutes Category: Health & Fitness Timeframe: Long-term Status: In progress View details
---	---	---

My 4 Year Plan

Course Work

The courses I took at **Hartford Public High School** have been instrumental in preparing me for my post-secondary plans. Participation in extracurricular activities such as the debate team and marketing club, enhanced my communication and leadership abilities. These experiences have equipped me with the knowledge and skills necessary to excel in my Marketing degree program at the **University of Connecticut** and pursue a career as a **Market Research Analyst**.

AP Coursework Evidence

Courses Taken:

- AP U.S. History (Score: 3)
- AP Computer Science Principles (In Progress)

AP classes challenged me to think critically and manage my time better. APUSH taught me to analyze primary sources and construct arguments — skills I now apply to marketing case studies. I'm currently taking APCSP to build coding literacy, which I know will help me in the digital side of marketing.

Dual Enrollment Coursework

Course: ENG 101 at Naugatuck Valley Community College — Grade: B+

Credits Earned: 3

Taking English 101 through NVCC was a great way to experience college-level expectations. I improved my essay structure and research techniques, which now help me in both academic and professional writing. Earning credits in high school is a boost for college readiness and my confidence.

My Course Plan



My Course Plan

My 4-year course plan at the University of Connecticut is designed to align with my Student Success Plan to become a Market Research Analyst. It includes course

Success-Ready Pathway

Success-Ready Pathway

career clusters that interest you:



Success-Ready Pathway

I have chosen Management Success-Ready Pathway

My Credential

My Marketing Credential

The certificate I earned at **Naugatuck Valley Community College** has been pivotal in preparing me for my post-secondary plans. The specialized coursework in marketing fundamentals and data analysis provided a solid foundation in key concepts and practical skills. Hands-on projects and real-world case studies enhanced my ability to conduct market research and interpret data effectively. Additionally, the program's focus on communication and presentation skills has equipped me to convey insights clearly and persuasively. This certificate has significantly strengthened my readiness for a **Marketing degree at the University of Connecticut** and a future career as a **Market Research Analyst**.

Experiences ⓘ



Professional Certificate - Marketing at UA
Community College

Education

Time period
October 01, 2023 - May 31, 2024

Location
Hartford, CT, USA

SAT Score

Score: 1040 (EBRW: 540 | Math: 500)

Taking the SAT was a major milestone for me. While my score of 1040 doesn't fully meet the CCRI benchmark, I've made growth since my PSAT and have worked with Khan Academy and SAT prep workshops to keep improving. It gave me a better understanding of where I stand academically and helped shape my postsecondary goals.

Experiences ⓘ



SAT at Hartford Public High School

Education

Time period
April 01, 2024 - April 30, 2024

Location
Hartford, Connecticut, United States

[View details](#)

Work Based Learning Experience

M & N Marketing Corp

The work-based learning experience I had at **M & N Marketing Corp** has been crucial in preparing me for my post-secondary plans. During my time there, I gained hands-on experience in market research, data analysis, and campaign development. Working on real projects allowed me to apply theoretical knowledge to practical situations, enhancing my problem-solving and analytical skills. I also developed strong communication and presentation abilities through client interactions and team collaborations. This experience has given me a deeper understanding of the marketing industry and equipped me with the necessary skills for pursuing a **Marketing degree at the University of Connecticut** and a future career as a **Market Research Analyst**.

Work Based Learning Experience - M & N Marketing Corp



Work-Based Learning Experience at M & N Marketing Corp.pdf

My work-based learning experience at M & N Marketing Corp provided practical skills in market research, data analysis, and campaign development. I conducted...

Badges

Google Digital Garage Badge: Fundamentals of Digital Marketing



Google Digital Garage_ Fundamentals of Digital Marketing.pdf

The Google Digital Marketing course showed me how SEO and content strategy drive visibility, which is key to modern marketing careers.

FAFSA Confirmation

Submitted on October 12, 2024

Completing the FAFSA was an important step toward making college affordable. I worked with my school counselor to make sure everything was accurate, and now I'm tracking my aid packages from several schools.

Parent Sign Off

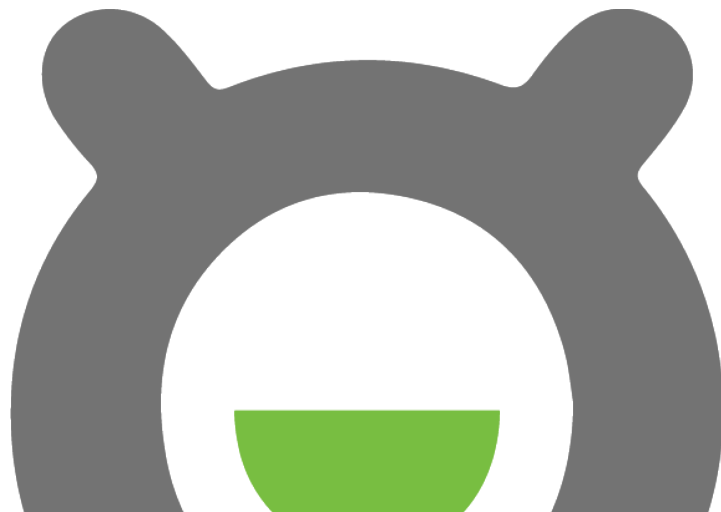
Parent Sign Off

Mid Year

End of Year

APPENDIX B

CONNECTICUT STUDENT SUCCESS PLAN



Meeting the Requirements of Connecticut's SSP with Xello

This simple guide shows you how to set-up Xello's [Lessons](#) to ensure your students meet the requirements of Connecticut's Student Success Plan (SSP).

In your [Lesson sequence](#), mark the Lessons below as **Core**. Lessons marked as **Core** are front and center on students' dashboard and can be filtered in Lesson Progress reports..

SSP Component	Specific Model Criteria	Grade*	Xello Lesson
Career Development	Interest and ability inventories	6	Interests
Social, Emotional and Physical Development	Effective decision-making skills	6	Decision Making
Academic Development	Selection of rigorous courses linked to interest, skills and career pathways	7	Discover Learning Pathways
Academic Development	Selection of courses for the attainment of education and/or career goals	7	School Subjects at Work
Career Development	Interest and ability inventories	8	Skills
Academic Development	Selection of courses for the attainment of education and/or career goals	8	Four-Year Course Plan*
Career Development	Career exploration activities and elective courses	8	Explore Career Matches
Social, Emotional and Physical Development	Utilizing supportive resources	9	Study Skills and Habits
Social, Emotional and Physical Development	Healthy and safe life skills/choices	9	Self-Advocacy
Social, Emotional and Physical Development	Broadened awareness of self within a global context	10	Workplace Skills and Attitudes
Academic Development	Selection of rigorous courses linked to interest, skills and career pathways	10	Program Prospects
Academic Development	Ongoing support and assessment of progress with mentor/advisor	10	Review Your Online Portfolio*
Academic Development	Selection of rigorous courses linked to interest, skills and career pathways	11	Choosing a College



Career Development	Career exploration activities and elective courses	11	Career Demand
Social, Emotional and Physical Development	Empathic interactions and community service	12	Defining Success
Career Development	Postsecondary education and career pathway development	12	Career Path Choices

Reference: https://portal.ct.gov/-/media/SDE/SSReform/StudentSuccessPlan_Mission_Skills.pdf

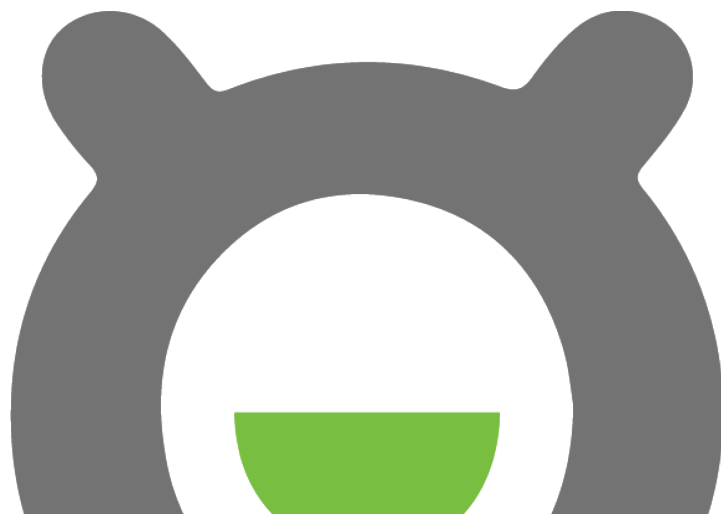
**Grade* recommendations have been identified by the Xello team and may be adjusted as needed.

*Your Xello Support Team will provide you with a template to create Custom Lessons.

With Xello, your students complete [many more Lessons](#), gaining important skills and knowledge to best prepare for a successful future.

APPENDIX C

CONNECTICUT COMPLETION STANDARDS



<District Name> Completion Standards

Section	SSP Component	Tasks	Instructional time	Grades						
				6	7	8	9	10	11	12
Account		Log into Xello	10 mins							
Account		Add personal email	10 mins							
About Me	Career Development: Interest and ability inventories	Complete Matchmaker	30 mins			[1]				
About Me	Career Development: Interest and ability inventories	Complete the Personality Style quiz	20 mins							
About Me		Complete the Mission Complete quiz	25 mins							
About Me	Career Development: Interest and ability inventories	Complete Skills Lab	40 mins							
About Me		Complete the Learning Style quiz	20 mins							
About Me		Add # Interests	15 mins	5 [2]	5	5	5	5	5	5 [3]
About Me	Career Development: Interest and ability inventories	Add # skills	20 mins				2	2	2	2
About Me	Career Development: Career exploration activities and elective courses	Set # favorite clusters	40 mins	2	2	2	2	2	2	2
About Me		Add # life experiences	10 mins							
About Me		Add # education experiences	10 mins							
About Me		Add # volunteer hours	15 mins							
About Me		Add # work experiences	10 mins							
About Me	Career Development: Postsecondary education and career pathway development	Build your resume	30 mins							
About Me		Set your after high school goal	20 mins							
Explore Options		Save # careers	30 mins	3 [4]	3 [5]	3 [6]	3	3 [7]	3 [8]	3 [9]
Explore Options		Save # majors	20 mins					3 [10]	3	3
Explore Options		Save # colleges	30 mins						3 [11]	3
Goals & Plans	Academic Development: Selection of courses for the attainment of education and/or career goals	Set # goals	20 mins			1	1	1	1	1
Goals & Plans	Academic Development: Selection of courses for the attainment of education and/or career goals	Make # plans	30 mins			1	1	1	1	1
Goals & Plans	Academic Development: Selection of courses for the attainment of education and/or career goals	Create your 4-year course plan	30 mins							
Goals & Plans		Submit next year's course requests	20 mins							
Goals & Plans		Add courses to meet <assigned diploma> requirements	20 mins							
Goals & Plans		Parent/guardian course plan approval	15 mins							
Goals & Plans		Parent/guardian 4-year course plan approval	15 mins							
Goals & Plans		Educator course plan approval	15 mins							
Goals & Plans		Complete scholarship profile	20 mins							
Goals & Plans		Save # scholarships	30 mins							
Goals & Plans		Connect your Common App account with Xello	15 mins							
Goals & Plans		Track # college applications	30 mins							
Goals & Plans		Add FAFSA (and state aid) application details	20 mins							
The Real Game	Career Development: Career exploration activities and elective courses	Save # life simulations	90 mins					1	1	1
Xello Lesson	Career Development: Interest and ability inventories	Interests lesson	40 mins							
Xello Lesson	Social, Emotional and Physical Development: Effective decision-making skills	Decision making lesson	45 mins							
Xello Lesson	Academic Development: Selection of rigorous courses linked to interest, skills and career pathways	Discover learning pathways lesson	55 mins							
Xello Lesson	Academic Development: Selection of courses for the attainment of education and/or career goals	School subjects at work lesson	45 mins							
Xello Lesson	Career Development: Career exploration activities and elective courses	Explore career matches lesson	55 mins							
Xello Lesson	Career Development: Interest and ability inventories	Skills lesson	55 mins							
Xello Lesson	Social, Emotional and Physical Development: Healthy and safe life skills/choices	Self-advocacy lesson	45 mins							
Xello Lesson	Social, Emotional and Physical Development: Utilizing supportive resources	Study skills and habits lesson	55 mins							
Xello Lesson	Social, Emotional and Physical Development: Broadened awareness of self within a global context	Workplace skills and attitudes lesson	45 mins							
Xello Lesson	Academic Development: Selection of rigorous courses linked to interest, skills and career pathways	Program prospects lesson	55 mins							
Xello Lesson	Career Development: Career exploration activities and elective courses	Career demand lesson	65 mins							
Xello Lesson	Academic Development: Selection of rigorous courses linked to interest, skills and career pathways	Choosing a college lesson	65 mins							
Xello Lesson	Career Development: Postsecondary education and career pathway development	Career path choices lesson	65 mins							
Xello Lesson	Social, Emotional and Physical Development: Empathic interactions and community service	Defining success lesson	45 mins							
Xello Lesson		Learning styles lesson	55 mins							

<District Name> Completion Standards

Section	SSP Component	Tasks	Instructional time	Grades						
				6	7	8	9	10	11	12
Xello Lesson		Time management lesson	45 mins							
Xello Lesson		Biases and career choices lesson	45 mins							
Xello Lesson		Jobs and employers lesson	45 mins							
Xello Lesson		Transition to high school lesson	45 mins							
Xello Lesson		Exploring career factors lesson	55 mins							
Xello Lesson		Getting experience lesson	45 mins							
Xello Lesson		Work values lesson	55 mins							
Xello Lesson		Personality styles lesson	55 mins							
Xello Lesson		Careers and lifestyle costs lesson	65 mins							
Xello Lesson		Entrepreneurial skills lesson	45 mins							
Xello Lesson		Job interviews lesson	65 mins							
Xello Lesson		Work/life balance lesson	55 mins							
Xello Lesson		Career backup plans lesson	55 mins							
Custom Lesson	Academic Development: Ongoing support and assessment of progress with mentor/advisor	Review your online portfolio*								

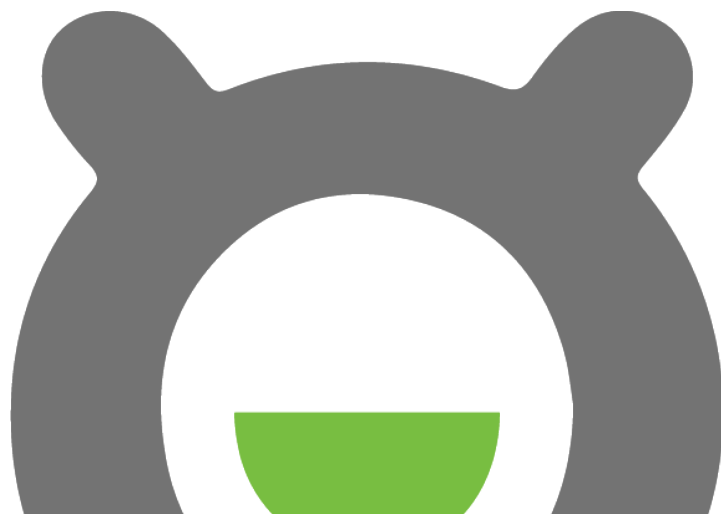
Source: [Connecticut State Department of Education Student Success Plan](#)

Source: [Meeting the Requirements of Connecticut's SSP with Xello](#)

- [1] Prerequisite for Explore career matches lesson
- [2] Prerequisite for Interests lesson
- [3] Prereq for Career path choices lesson
- [4] Prerequisite for Interests lesson
- [5] Prerequisite for School subjects and Discover learning pathways lessons
- [6] Prerequisite for Explore career matches and Skills lessons
- [7] Prereq for Workplace skills and attitudes lesson
- [8] Prereq for Career demand lesson
- [9] Prereq for Career path choices and Defining success lessons
- [10] Prerequisite for Program prospects lesson
- [11] Prerequisite for Choosing a college lesson

APPENDIX D

PROFESSIONAL DEVELOPMENT PLAN





Recommended Professional Development Plan

City of Waterbury

Contact Names: Kevin McCaffery, Director of Purchasing
Year 1 Implementation: July 2025 - June 2026



PURPOSE OF THIS DOCUMENT: Xello's comprehensive training and professional development options are designed to help you address particular needs with your college and career readiness program. These sessions outlined below have been recommended based on your district's goals with Xello.

Training Specialist

Laura Weber
lauraw@xello.world

Training Type	Quantity	Training Agendas	Price	Cost	Audience/Notes	Typical Duration	Sample Timeline
All staff							
Self-paced course	Unlimited	Xello Academy: Introduction to Xello 6-12	\$0	\$0	Xello 6-12 administrators, educators, and counselors Self-paced, asynchronous course that introduces how Xello works for educators and students, and provides getting started resources. (Included with your Xello subscription)	90 minutes	September 2025
Self-paced course	Unlimited	Xello Academy: Introduction to Xello K-5	\$0	\$0	Xello K-5 administrators, educators, and counselors Self-paced, asynchronous course that introduces how Xello works for educators and students, and provides getting started resources. (Included with your Xello subscription)	90 minutes	September 2025
Xello K-12 Administrators and Xello Champions							
Custom virtual	1	Introduction to Xello's Work-based learning module	\$450	\$450	WBL Administrators who manage the business network and work-based opportunities for students. Learn about the key components of Xello's WBL module and collaborate on a plan to rollout it out across your schools.	90 minutes	September 2025
On-demand webinar	Unlimited	Training Webinars: Live and On Demand Sessions	\$0	\$0	Free access to register for live webinars or watch recordings on-demand. Topics include: School startup for Xello admin, Xello 6-12 educator deep dive, and Enhance your Xello administrator toolkit .	30 minutes	Watch anytime or register for upcoming events
Middle and high school educators and staff							
Self-paced course	Unlimited	Xello Academy: Managing Transcripts through Xello	\$0	\$0	High school senior counselors and college application registrars will learn how to import transcripts, help students request and monitor the status of their transcripts, and fulfill student transcript requests.	30 minutes	July-August 2025
Self-paced course	Unlimited	Xello Academy: Common App + Xello for Counselors	\$0	\$0	High school senior counselors will understand your role in the Common App application process, as well as steps for teacher recommenders and students.	45 minutes	July-August 2025
Custom in-person	1	In-person: Full day on-site	\$4,500	\$4,500	On-site training, 2 x 3 hour sessions High school administrators, counselors, educators, and staff. Introductory training and college application tools.	3 hours per session	August 2025
Custom virtual	1	Tracking and Submitting College Documents with Xello (including Common App)	\$450	\$450	High school senior counselors and educators who support college bound students with college application submission, including sending transcripts, fulfilling recommendation letter requests, and completing Common App forms.	90 minutes	August/September 2025
Custom virtual	1	Getting Started with Xello 6-12	\$450	\$450	Middle and High school educators, counselors, and district personnel who support students through personalized college and career planning to ensure successful transition to all pathways after high school with a concentration on the SSP. How to monitor and track student progress towards the SSPs standards by using Completion Standards reports in Xello.	60 minutes	September 2025
On-demand webinar	Unlimited	Xello 6-12 for CTE educators	\$0	\$0	Middle and high school CTE teachers will explore the Xello tools and resources to support your high school skills-based careers curriculum.	30 minutes	Watch anytime or register for upcoming events
On-demand webinar	Unlimited	How Xello supports college-bound students applying for FAFSA	\$0	\$0	Learn how Xello's suite of College Planning tools can help you empower your US college-bound students to submit their Free Application for Federal Student Aid (FAFSA) form	30 minutes	September-October 2025
Custom virtual	1	Help Students Make Informed Course Plans in Xello	\$450	\$450	8th-12th grade school counselors and educators working directly with students to build 4-year course plans and high school course selections.	90 minutes	January 2026
Custom virtual	1	Supporting Work-based learning with Xello	\$450	\$450	Program coordinators and educators supporting work-based learning opportunities including monitoring and tracking real-world, paid and volunteer work experiences like internships.	90 minutes	February 2026
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello 6-12	\$0	\$0	Xello educators grades 6-12, follow-up to introductory virtual sessions Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	Watch anytime or register for upcoming events
Elementary school educators							
Custom virtual	1	Getting Started with Xello K-5	\$450	\$450	Elementary counselors and teachers will participate in a hands-on workshop of the student experience, hear recommended delivery strategies, and discuss best practices for student learning.	60 minutes	August/September 2025
On-demand webinar	Unlimited	Training Webinars Xello K-5: Live and On Demand Sessions	\$0	\$0	Free access to register for live webinars or watch recordings on-demand. Topics include: Xello K-5 educator deep dive, Delivering Xello K-5: Start of year tips, and Introduction to Xello Family.	30 minutes	Watch anytime or register for upcoming events
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello 3-5	\$0	\$0	Xello educators grades 3-5, follow-up to introductory virtual sessions Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	August/September 2025
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello K-2	\$0	\$0	Xello educators grades K-2, follow-up to introductory virtual sessions Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	January 2026
TOTAL				\$7,200			



Recommended Professional Development Plan

City of Waterbury

Contact Names: Kevin McCaffery, Director of Purchasing
Year 2 Implementation July 2026 - June 2027



PURPOSE OF THIS DOCUMENT: Xello's comprehensive training and professional development options are designed to help you address particular needs with your college and career readiness program. These sessions outlined below have been recommended based on your district's goals with Xello.

Training Specialist

Laura Weber
lauraw@xello.world

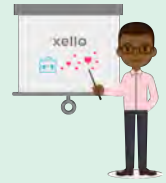
Training Type	Quantity	Training Agendas	Price	Cost	Audience/Notes	Typical Duration	Sample Timeline
All staff							
Self-paced course	Unlimited	Xello Academy: Introduction to Xello 6-12	\$0	\$0	Xello 6-12 administrators, educators, and counselors Self-paced, asynchronous course that introduces how Xello works for educators and students, and provides getting started resources. (Included with your Xello subscription)	90 minutes	August 2026
Self-paced course	Unlimited	Xello Academy: Introduction to Xello K-5	\$0	\$0	Xello K-5 administrators, educators, and counselors Self-paced, asynchronous course that introduces how Xello works for educators and students, and provides getting started resources. (Included with your Xello subscription)	90 minutes	August 2026
Custom virtual	1	Xello 6-12 Beyond Basics	\$450	\$450	Xello 6-12 administrators, educators, and counselors Discover ways to use Xello's reporting functionality to improve processes for monitoring and tracking student progress.	90 minutes	January 2027
Custom virtual	1	Xello K-5 Beyond Basics	\$450	\$450	Xello K-5 administrators, educators, and counselors Discover ways to use Xello's reporting functionality to improve processes for monitoring and tracking student progress.	90 minutes	January 2027
Xello K-12 Administrators and Xello Champions							
On-demand webinar	Unlimited	Course Planner annual tasks	\$0	\$0	Xello Course Planner administrators who are responsible for maintaining Courses & Diplomas in Xello to ensure course selection and planning go smoothly for students and educators.	45 minutes	January 2027
On-demand webinar	Unlimited	Training Webinars: Live and On Demand Sessions	\$0	\$0	Free access to register for live webinars or watch recordings on-demand. Topics include: School startup for Xello admin, Xello 6-12 educator deep dive, and Enhance your Xello administrator toolkit .	30 minutes	Watch anytime or register for upcoming events
Custom virtual	1	Using Xello to Inform Programming Decisions	\$450	\$450	Key Xello educators involved in program planning Program development session, reviewing Xello's robust reporting tools to provide your team with meaningful insights about your students' future-readiness	90 minutes	April/May 2027
Middle and high school educators and staff							
Custom virtual	1	Introduction to Xello for School Counselors	\$450	\$450	New staff: middle and high school counselors will participate in a hands-on workshop of the student experience, hear recommended delivery strategies, and discuss best practices for student learning.	90 minutes	August/September 2026
On-demand webinar	Unlimited	Xello 6-12 for CTE educators	\$0	\$0	Refresher/new staff: middle and high school CTE teachers This interactive session explores the Xello tools and resources to support your high school skills-based careers curriculum.	30 minutes	Watch anytime or register for upcoming events
On-demand webinar	Unlimited	Requesting and sending college documents	\$0	\$0	Refresher/new high school senior counselors and educators who support college bound students with college application submission, including sending transcripts, fulfilling recommendation letter requests, and completing Common App	90 minutes	August/September 2026
Self-paced course	Unlimited	Xello Academy: Managing Transcripts through Xello	\$0	\$0	High school senior counselors and college application registrars will learn how to import transcripts, help students request and monitor the status of their transcripts, and fulfill student transcript requests.	30 minutes	July-August 2026
Self-paced course	Unlimited	Xello Academy: Common App + Xello for Counselors	\$0	\$0	High school senior counselors will understand your role in the Common App application process, as well as steps for teacher recommenders and students.	45 minutes	July-August 2026
On-demand webinar	Unlimited	How students plan courses in Xello	\$0	\$0	8th-12th grade school counselors and educators working directly with students to build 4-year course plans and high school course selections.	45 minutes	January 2027
On-demand webinar	Unlimited	The basics: WBL in Xello	\$0	\$0	Refresher/New staff: Program coordinators and educators supporting work-based learning opportunities including monitoring and tracking real-world, paid and volunteer work experiences like internships.	30 minutes	Watch anytime or register for upcoming events
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello 6-12	\$0	\$0	Xello educators grades 6-12, follow-up to introductory virtual sessions Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	February-March 2027
Elementary school educators							
Custom virtual	1	Getting Started with Xello K-5	\$450	\$450	New staff: Elementary counselors and teachers will participate in a hands-on workshop of the student experience, hear recommended delivery strategies, and discuss best practices for student learning.	90 minutes	August/September 2026
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello 3-5	\$0	\$0	Xello educators grades 3-5, follow-up to introductory virtual sessions Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	February-March 2027
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello K-2	\$0	\$0	Xello educators grades K-2, follow-up to introductory virtual sessions Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	February-March 2027
On-demand webinar	Unlimited	Training Webinars Xello K-5: Live and On Demand Sessions	\$0	\$0	Free access to register for live webinars or watch recordings on-demand. Topics include: Xello K-5 educator deep dive, Delivering Xello K-5: Start of year tips, and Introduction to Xello Family.	30 minutes	Watch anytime or register for upcoming events
TOTAL				\$2,250			



Recommended Professional Development Plan

City of Waterbury

Contact Names: Kevin McCaffery, Director of Purchasing
Year 3 Implementation: August 2027-May 2028



PURPOSE OF THIS DOCUMENT: Xello's comprehensive training and professional development options are designed to help you address particular needs with your college and career readiness program. These sessions outlined below have been recommended based on your district's goals with Xello.

Training Specialist

Laura Weber

lauraw@xello.world

Training Type	Quantity	Training Agendas	Price	Cost	Audience/Notes	Typical Duration	Sample Timeline
All staff							
Self-paced course	Unlimited	Xello Academy: Introduction to Xello 6-12	\$0	\$0	Xello 6-12 administrators, educators, and counselors Self-paced, asynchronous course that introduces how Xello works for educators and students, and provides getting started resources. (Included with your Xello subscription)	90 minutes	April-August 2027
Self-paced course	Unlimited	Xello Academy: Introduction to Xello K-5	\$0	\$0	Xello K-5 administrators, educators, and counselors Self-paced, asynchronous course that introduces how Xello works for educators and students, and provides getting started resources. (Included with your Xello subscription)	90 minutes	April-August 2027
Custom virtual	1	Xello 6-12 Beyond Basics	\$450	\$450	Xello 6-12 administrators, educators, and counselors Discover ways to use Xello's reporting functionality to improve processes for monitoring and tracking student progress.	90 minutes	January 2027
Custom virtual	1	Xello K-5 Beyond Basics	\$450	\$450	Xello K-5 administrators, educators, and counselors Discover ways to use Xello's reporting functionality to improve processes for monitoring and tracking student progress.	90 minutes	January 2027
Xello K-12 Administrators and Xello Champions							
Custom virtual	1	Using Xello to Inform Programming Decisions	\$450	\$450	Key Xello educators involved in program planning Program development session, reviewing Xello's robust reporting tools to provide your team with meaningful insights about your students' future-readiness	90 minutes	April/May 2026
On-demand webinar	Unlimited	Course Planner annual tasks	\$0	\$0	Xello Course Planner administrators who are responsible for maintaining Courses & Diplomas in Xello to ensure course selection and planning go smoothly for students and educators.	45 minutes	January 2027
On-demand webinar	Unlimited	Training Webinars: Live and On Demand Sessions	\$0	\$0	Free access to register for live webinars or watch recordings on-demand. Topics include: School startup for Xello admin, Xello 6-12 educator deep dive, and Enhance your Xello administrator toolkit .	30 minutes	Watch anytime or register for upcoming events
Middle and high school educators and staff							
Custom virtual	1	Introduction to Xello for School Counselors	\$450	\$450	New staff: middle and high school counselors will participate in a hands-on workshop of the student experience, hear recommended delivery strategies, and discuss best practices for student learning.	90 minutes	August/September 2026
Self-paced course	Unlimited	Hello Xello: An introduction to Xello 6-12	\$0	\$0	New staff: middle and high school educators will participate in a hands-on workshop of the student experience, hear recommended delivery strategies, and discuss best practices for student learning.	30 minutes	Watch anytime or register for upcoming events
On-demand webinar	Unlimited	Xello 6-12 for CTE educators	\$0	\$0	Refresher/new staff: middle and high school CTE teachers This interactive session explores the Xello tools and resources to support your high school skills-based careers curriculum.	30 minutes	Watch anytime or register for upcoming events
On-demand webinar	Unlimited	Requesting and sending college documents	\$0	\$0	Refresher/new high school senior counselors and educators who support college bound students with college application submission, including sending transcripts, fulfilling recommendation letter requests, and completing Common App	90 minutes	August/September 2026
Self-paced course	Unlimited	Xello Academy: Managing Transcripts through Xello	\$0	\$0	High school senior counselors and college application registrars will learn how to import transcripts, help students request and monitor the status of their transcripts, and fulfill student transcript requests.	30 minutes	July-August 2026
Self-paced course	Unlimited	Xello Academy: Common App + Xello for Counselors	\$0	\$0	High school senior counselors will understand your role in the Common App application process, as well as steps for teacher recommenders and students.	45 minutes	July-August 2026
On-demand webinar	Unlimited	How students plan courses in Xello	\$0	\$0	8th-12th grade school counselors and educators working directly with students to build 4-year course plans and high school course selections.	45 minutes	January 2027
On-demand webinar	Unlimited	The basics: WBL in Xello	\$0	\$0	Refresher/New staff: Program coordinators and educators supporting work-based learning opportunities including monitoring and tracking real-world, paid and volunteer work experiences like internships.	30 minutes	Watch anytime or register for upcoming events
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello 6-12	\$0	\$0	Xello educators grades 6-12, follow-up to introductory virtual sessions Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	February-March 2027
Elementary school educators							
Custom virtual	Unlimited	Hello Xello: An introduction to K-5	\$0	\$0	New staff: Elementary counselors and teachers will participate in a hands-on workshop of the student experience, hear recommended delivery strategies, and discuss best practices for student learning.	90 minutes	August/September 2026
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello 3-5	\$0	\$0	Xello educators grades 3-5, follow-up to introductory virtual sessions Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	February-March 2027
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello K-2	\$0	\$0	Xello educators grades K-2, follow-up to introductory virtual sessions Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	February-March 2027
On-demand webinar	Unlimited	Training Webinars: Xello K-5: Live and On Demand Sessions	\$0	\$0	Free access to register for live webinars or watch recordings on-demand. Topics include: Xello K-5 educator deep dive, Delivering Xello K-5: Start of year tips, and Introduction to Xello Family.	30 minutes	Watch anytime or register for upcoming events
TOTAL		Grades K-12 Implementation		\$1,800			



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

June 10, 2025

RFP 8444 College and Career Readiness Platform

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8444**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the questions and answers below.

Question: Can the District confirm that the platform must serve K–12 students and clarify any grade-level implementation priorities? Additionally, could the District provide the number of students and schools by grade band (K–5, 6–8, 9–12) to support accurate pricing?

Answer: Yes – college and career is to be implemented grades k-12 and would like a platform that encompasses all grades, however, priority is 6-12.

- 4 High schools (9-12)
- 1 magnet school (6-12)
- 2 alternative schools (6-12, k-12)
- 6 prek-8 schools (k-8)
- 3 middle schools (6-8)
- 15 elementary schools (k-5)
- Students in the district 18, 0000+

Question: Are there specific accessibility standards the District expects the platform to comply with (e.g., WCAG 2.1 AA, Section 508)?

Answer: To be determined.

Question: Is the District currently using a Single Sign-On system (such as Google, SAML)? If so, which one?

Answer: Clever.

Question: Will shortlisted vendors be invited to conduct live demonstrations of the platform? If so, are they expected to be virtual or on-site? Do we have the scheduled date and time for this demonstration?

Answer: It is expected that short listed vendors would be invited to conduct a live demo of their platform. Demos may be conducted either in person or virtual, as may be scheduled. Dates and times for demos to be scheduled upon receipt of proposals.

Question: The RFP emphasizes support for Student Success Plans (SSPs). Are there specific templates, workflows, or reporting structures currently used by the District that the solution must integrate with or support?

Answer: The District is open to exploring various templates, inventories, and reporting structures that your solution offers to support Student Success Plans (SSPs). However, one requirement for our platform is the ability for grade 12 students to seamlessly submit transcripts and letters of recommendation. Furthermore, the solution must align and integrate with the Common App submission process to streamline our students' college application experience.

Question: Will there be a need for specific FAFSA completion tracking and post-secondary outcomes reporting? Is integration with the State of Connecticut's data systems for post-secondary tracking important?

Answer: We currently use EdSight to track our FAFSA completion.

For post-secondary outcomes, we want to track students across all grades to understand their post-secondary interests and view potential pathways. This includes monitoring the classes they are taking, credits earned, and GPA, to inform their progression towards their goals. Crucially, we also want to know what their interest inventories say and use this information to help lead them to discover what some of these career pathways mean and the potential for college within those paths. It's important to note that some of this data integration, particularly concerning student classes, credits, and GPA from our PowerSchool system, will require close collaboration with our IT department.

Question: The RFP mentions data analytics. Could the District clarify what key performance indicators (KPIs) they expect the platform to track, such as credit accumulation, work-based learning hours, or post-secondary enrolment?

Answer: The District has several key performance indicators (KPIs) it expects the platform to track, aligning with our comprehensive approach to student success and college/career readiness. These include:

Credit Accumulation: Tracking student progress towards graduation requirements by monitoring earned credits in all subject areas.

GPA: Monitoring academic performance over time, both overall and within specific subject areas or pathways.

Course Enrollment & Completion within Pathways: Tracking student participation and success in courses aligned with identified post-secondary interests and career pathways (e.g., STEM, Arts, Humanities, CTE programs).

Mastery of Competencies: If the platform supports it, tracking student demonstration of specific skills and competencies within courses or career pathways.

College- and Career-Readiness Benchmarks: Tracking student performance on standardized assessments like SAT/ACT, AP exams

Interest Inventory Results: Tracking and summarizing results from student interest inventories to identify prevalent interests and help guide students toward relevant pathways.

Pathway Engagement: Measuring student engagement with career pathway exploration tools, resources, and advising sessions within the platform.

SSP (Student Success Plan) Completion & Progress: Tracking the development, updates, and progress of individual student success plans.

Work-Based Learning: Tracking internships, apprenticeships, job shadowing, community service, and other experiential learning opportunities.

Post-Secondary Enrollment (College & Career): Tracking student enrollment in 2-year and 4-year colleges, technical schools, apprenticeship programs, military, or direct employment.

Student Engagement with Platform Features: Tracking user activity and utilization of resources within the platform.

The expectation is that the platform will provide intuitive dashboards and reporting tools to visualize the student, school, and district levels, supporting data-driven decision-making for student support and program evaluation.

Question: What are the District's key success metrics for this platform over the initial three-year term? Are there benchmarks they would like to see vendors commit to?

Answer: To name a few:

- For elementary and middle school levels, the shift from direct post-secondary tracking to building awareness, exploration, foundational skills, and early planning. The goal is to cultivate a "college and career readiness culture" from an early age.
- Percentage of parents/guardians accessing or engaging with their child's college and career exploration/activities information within the platform.
- Increase student engagement with interest inventories and career pathway exploration features.
- Increase the number of students participating in structured work-based learning experiences (internships, apprenticeships, job shadowing).
- students in grades 6-12 having an active, updated SSP within the platform by the end of Year 1, with consistent annual updates thereafter.
- Successful integration of key data points from PowerSchool (e.g., student demographics, grades, credits) within the first 12 months of implementation, with data accuracy.

- A commitment to providing customizable dashboards and reports

Question: Could the District please share the evaluation rubric or weighting of the criteria mentioned in Section J of the RFP?

Answer: The criteria are specifically listed under Section J, #1, sub-letters a-d in the RFP.

Question: How many customer references does the District require? / Item 2b of Section I Proposal Requirements & Required Format states that "a listing of all projects that the proposer has completed within the past 3 years must be provided, as well as all projects of a similar nature to those included in the scope of services." Would it be possible for the proposers to submit 5 references (including the required information listed in the bullets) instead if the intent is to show experience? Providing a list of ALL customers over the past 3 years is not feasible given the scope of this RFP.

Answer: 5 would be sufficient – similar to districts such as Waterbury CT.

Question: Do the signatures need to be wet signatures?

Answer: We do accept electronic signatures.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury