

SERVICES AGREEMENT
For
World Languages Learning Platform
between
The City of Waterbury, Connecticut
and
Vista Higher Learning, LLC

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 VISTA HIGHER LEARNING, LLC ("Contractor"), a Delaware duly registered foreign limited liability company located at 500 Boylston Street, 10th Floor, Boston, Massachusetts 02116 (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, Contractor submitted a proposal to the City for a World Language learning platform; and

WHEREAS, the City selected Contractor to perform services regarding such World Language learning platform; 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 as required by the terms of this Contract.

1.1. The Project consists of, and Contractor shall provide, a World Languages Learning Platform designed to support Waterbury Public School students in grades 6-12 and AP levels in Spanish, and Level 1 through 4 in Italian including lessons, resources, and assessments in addition to all required licenses and subscriptions as 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 Contractor's Cost Proposal, (excluding terms of purchase) dated May 6, 2025, consisting of 3 pages, attached hereto;

- 1.1.2 Contractor's letter dated June 18, 2025, consisting of 2 pages;
- 1.1.3 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 1.1.4 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);
- 1.1.5 Certificates of Insurance, incorporated herein by reference;
- 1.1.6 Licenses; incorporated herein by reference; and
- 1.1.7 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

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 Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, **(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. The term of this Contract shall be for a period of three (3) years commencing upon execution of this Agreement by the Mayor and terminating three years after said execution, ("Initial Term") unless sooner terminated as provided by this Agreement.

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 **TWO HUNDRED NINETY TWO THOUSAND NINETY FOUR DOLLARS and 52/100 CENTS (\$292,094.52)** for the entire 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	
	Ninety Seven Thousand Three Hundred	
	Sixty Four Dollars and 84/100 Cents	\$97,364.84
6.1.2.	Payment for Year 2	
	Ninety Seven Thousand Three Hundred	
	Sixty Four Dollars and 84/100 Cents	\$97,364.84
6.1.3.	Payment for Year 3	
	Ninety Seven Thousand Three Hundred	
	Sixty Four Dollars and 84/100 Cents	\$97,364.84
6.1.4.	Total Compensation	
	In an amount not to exceed	
	Two Hundred Ninety Two Thousand	
	Ninety Four Dollars And 52/100 Cents	\$292,094.52

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 determined 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 the City 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. Notwithstanding anything to the contrary in this Agreement, in no event will either party be liable for indirect, special, punitive, exemplary or consequential loss or damages, or for an amount in excess of 2 times the amount paid by City under this Contract; provided that such liability limitation shall not apply with respect to indemnification under clauses (i) or (ii) of this Section.

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"). Contractor agrees to provide a defense acceptable to the City, at Contractor's own expense, for any claim, action, demand, lawsuit, or proceeding 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 / 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 Workers Compensation and 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 ten (10) days before the effective date of such termination, provided that Contractor shall have the right to cure such breach (if curable) within such 10 day period.

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; provided that no advance payments shall be refunded upon such termination.

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; provided that no advance payments shall be refunded upon such termination, except to the extent that the amount paid in advance relates to future fiscal years of the City for which the amount paid was subject to future appropriation.

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 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 Licenses shall terminate. 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 (without any obligation to provide refunds of advance payments) and Contractor shall be entitled to seek damages as provided in law or equity.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to 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, upon request, all data provided by

the City to Contractor, 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 IP shall remain the sole property of Contractor, and that no documents, data, studies, reports, specifications, deliverables, etc. are created and to be created pursuant to this Contract. Notwithstanding anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

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, provided that for purposes of this Section, the terms "subcontract" and "subcontractor" refers only to service providers engaged by Contractor specifically to provide services under this Agreement and not generally engaged by Contractor to provide services to all customers of Contractor. For example, the City acknowledges that service providers such as Amazon Web Services, Inc. (AWS), which provides infrastructure-as-a-service to host digital components provided under this Contract, and Altavista Solutions and ONELINK S.A.S NIT, each of which provides outsourced help desk agents in support of Contractor's 24x7 customer support services for digital components, are not deemed to be subcontractors for purposes of this Agreement. 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 (i) either party may assign this Contract without consent to an affiliate or to any successor-in-interest in connection with the merger or the sale of all or substantially all of its capital stock or assets to which this Agreement relates and (ii) 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 the Contractor's proposal.

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: Vista Higher Learning, LLC
500 Boylston Street, 10th Floor
Boston, MA 02116

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:

CITY OF WATERBURY

Sign: 
Print name: Alexander DeGlorio

By: 
Paul Pernerewski, Jr., Mayor

Sign: 
Print name: Nicholas Conillema

Date: 10/22/2025

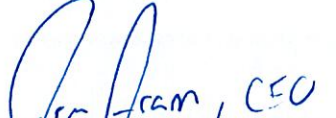
APPROVED AS TO FORM


Attorney, Corporation Counsel's Office

WITNESSES:

VISTA HIGHER LEARNING, LLC

Sign: 
Print name: Sarah Giangrande

By: 
Jon Aram, President and CEO

Sign: 
Print name: Robert Hackley

Date: 9/24/25

ATTACHMENT A

- 1.1.1** Contractor's Cost Proposal, (excluding terms of purchase) dated May 6, 2025, consisting of 3 pages, attached hereto;
- 1.1.2** Contractor's letter dated June 18, 2025, consisting of 2 pages;
- 1.1.3** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 1.1.4** Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);
- 1.1.5** Certificates of Insurance, incorporated herein by reference;
- 1.1.6** Licenses; incorporated herein by reference; and
- 1.1.7** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.



COST PROPOSAL

Quote Prepared On May 6, 2025
Quote Valid Through October 15, 2025
Quote No. 2505189405
Version No. 1

Prepared For

Waterbury Public School District
236 Grand Street
Waterbury, CT 06702

Prepared By

Myles Stavis
mstavis@vistahigherlearning.com
Vista Higher Learning
500 Boylston St, 10th Floor
Boston, MA 02116-3736

Senderos 2023

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
115	978-1-54337-841-2	Senderos 2023 Supersite Plus(v) + WebSAM(3 year license)	\$109.95	\$12,644.25	\$0.00
2,185	978-1-54337-841-2	Senderos 2023 Supersite Plus(v) + WebSAM(3 year license)	\$109.95	\$240,240.75	\$240,240.75

Sentieri 4e

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
16	978-1-54338-964-7	Sentieri 4e Supersite Plus(v) + WebSAM(3 year license)	\$136.95	\$2,191.20	\$0.00
304	978-1-54338-964-7	Sentieri 4e Supersite Plus(v) + WebSAM(3 year license)	\$136.95	\$41,632.80	\$41,632.80
4	978-1-54339-659-1	Sentieri 4e TRB	\$598.00	\$2,392.00	\$0.00

Services WL

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
2	TRNG049	WL PL Implementation - Getting Started Workshop - Virtual Session	\$1,000.00	\$2,000.00	\$0.00
3	TRNG066	WL PL Implementation - Office Hour - Virtual Session	\$400.00	\$1,200.00	\$0.00
2	TRNG055	WL PL Implementation - Refresher Workshop - Virtual Session	\$1,000.00	\$2,000.00	\$0.00

Temas 3e

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
3	978-1-54339-658-4	Temas 3e TRB	\$95.95	\$287.85	\$0.00

Temas 3e & AP Spanish 3e

Qty	Item Number	Description	Unit Price	Total Value	Total Cost
3	978-1-54339-098-8	Temas 3e Supersite Plus + AP Spanish 3e Supersite Plus (3 year license)	\$150.95	\$452.85	\$0.00
67	978-1-54339-098-8	Temas 3e Supersite Plus + AP Spanish 3e Supersite Plus (3 year license)	\$150.95	\$10,113.65	\$10,113.65



COST PROPOSAL

Quote Prepared On May 6, 2025
Quote Valid Through October 15, 2025
Quote No. 2505189405
Version No. 1

Total Value	\$315,155.35
Total Grats	\$23,168.15
Total Cost	\$291,987.20
Est. Shipping	\$106.80
Est. Grand Total Cost	\$292,094.00

Ordering Instructions

- Purchase Orders will be processed upon receipt and will be invoiced for the full "Total Cost" amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the "Est. Shipping" amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
 - A copy of this Quote
 - If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

Vista Higher Learning
500 Boylston Street, 10th Floor
Boston, MA 02116-3736
Email: orders@vistahigherlearning.com
Phone: (800) 269-6311, option 3
Fax: (617) 426-5215

Terms of Purchase



COST PROPOSAL

Quote Prepared On May 6, 2025
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Quote No. 2505189405
Version No. 1

By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

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- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

Thank you for your business!



June 18, 2025

Janet Frenis

Waterbury Public School District

236 Grand Street

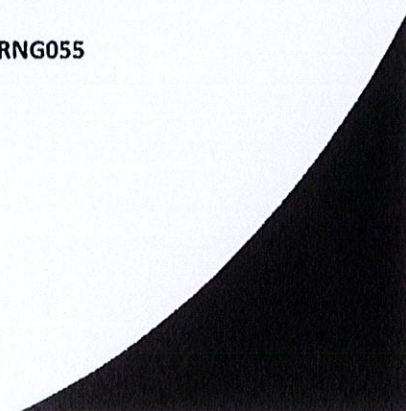
Waterbury, CT 06702

Dear Ms. Frenis,

This letter is in response to your request for a Sole Source letter from Vista Higher Learning, Incorporated. This letter attests and affirms that Vista Higher Learning, Inc. is the sole publisher and holder of all copyrights to the publications listed below. In addition to the items below, Vista Higher Learning, Inc. holds all copyrights, or rights assigned via licensing agreements. They extend to all ancillary materials related to the items listed below. Additionally, Vista Higher Learning, Inc. is the exclusive provider of VHL-specific Professional Learning for the publications listed below and maintains a current list of employees and facilitators who are authorized to deliver Professional Learning services associated with our publications.

Senderos 2023 Supersite Plus(v) + WebSAM (3 year license)	978-1-54337-841-2
Sentieri 4e Supersite Plus(v) + WebSAM (3 year license)	978-1-54338-964-7
Sentieri 4e TRB	978-1-54339-659-1
Temas 3e Supersite Plus + AP Spanish 3e Supersite Plus (3 year license)	978-1-54339-098-8
Temas 3e TRB	978-1-54339-658-4
WL PL Implementation - Getting Started Workshop - Virtual Session	TRNG049
WL PL Implementation - Office Hour - Virtual Session	TRNG066
WL PL Implementation - Refresher Workshop - Virtual Session	TRNG055

Vista Higher Learning, 500 Boylston Street, Suite 620
Boston, MA 02116





Vista Higher Learning, Inc. also verifies that the listed wholesale price provided to Waterbury Public School District is no different than the pricing offered to all schools and school districts in the state of Connecticut. Prices are not more than the lowest list wholesale price available to schools and school districts in any other state.

Sincerely,

A handwritten signature in black ink, appearing to read "Hector Morales", with a stylized flourish at the end.

Hector Morales
Vice President of Sales and Marketing K-12

Vista Higher Learning, 500 Boylston Street, Suite 620
Boston, MA 02116

