

BOARD OF EDUCATION

MICHAEL J. TESTANI
Acting Superintendent of Schools

City Hall - 45 Lyon Terrace
Bridgeport, Connecticut 06604

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cont.

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April 10, 2020

Bridgeport, Connecticut

A Special Meeting of the Bridgeport Board of Education will be held on Tuesday, April 14, 2020, at 5:30 p.m. via Video Conference Call. Link to view the meeting will be made available to the public through <https://www.bridgeportedu.net/stream>.

Agenda

1. Discussion and Possible Action Concerning Memorandum of Agreement with UCONN for an Integrated Multi-Tiered System of Supports (MTSS) Project in K-2 Reading and Behavior Supports
2. Discussion and Possible Action Concerning Memorandum of Agreement with Today's Students Tomorrow's Teachers
3. Discussion and Possible Action Concerning Award of Refuse Removal Contract
4. Discussion and Possible Action to Issue Request for Proposal for Point of Sale, Inventory & Production Software for BPS Food & Nutrition Center
5. Discussion and Possible Action to Solicit Bids for Commodity Food Items for the 2020-2021 School Year
6. Discussion and Possible Action to Accept Devices from the Partnership for Connecticut for BPS High School Students
7. Announcement of Committee Assignments Effective April 14, 2020
8. COVID-19 Update

Bobbi Brown
Board of Education - Secretary

Memorandum of Agreement

Integrated Multi-Tiered System of Supports (MTSS) Project in K-2 Reading and Behavior Supports

The Integrated MTSS Project in K-2 is a high profile grant awarded by the U.S. Department of Education. Through a partnership with the Center for Behavioral Education and Research (CBER) in the Neag School of Education at the University of Connecticut, partner schools and districts will participate in a project to implement integrated reading and behavior MTSS practices in Tiers 1, 2, and 3. UConn will collaborate with partner schools/districts to build capacity to implement and sustain integrated reading and behavior MTSS practices with high levels of fidelity and quality.

Overview of School/District Benefits and Supports

- **Professional Development:** Comprehensive professional development and training for school leadership teams, K-2 classroom teachers, and interventionists focused on implementing evidence-based integrated reading and behavior instruction, intervention, and assessment practices in Tiers 1, 2, and 3 within an Integrated MTSS framework.
- **Internal Coaching Capacity:** Training for school-based reading and behavior coaches and mentoring from expert external coaches to build internal coaching capacity for sustained implementation of an Integrated MTSS framework.
- **External Coaching Support:** Regular visits from expert reading and behavior coaches to support high-quality implementation of Integrated MTSS systems and practices for reading and behavior.

We are excited for you to join the Integrated MTSS Project as a partner school. Below, please find the steps for completing the memorandum of agreement:

- ☐ Carefully read the requirements for participation as a partner school for the Integrated MTSS Project.
- ☐ Discuss the Integrated MTSS Project expectations and requirements with your appropriate district representatives, participating K-2 teachers, and relevant staff to secure active agreement regarding expectations and requirements.
- ☐ Email any questions to Michael Coyne (mike.coyne@uconn.edu) or Brandi Simonsen (brandi.simonsen@uconn.edu) at the Center for Behavioral Education and Research (CBER) at the University of Connecticut.
- ☐ Complete the Memorandum of Agreement in collaboration with the Project Coordinator, Melodee Walker (melodee.walker@uconn.edu), who will contact you to arrange an in person meeting to finalize the agreement and answer any questions.
- ☐ Submit materials to Michael Coyne (mike.coyne@uconn.edu), Brandi Simonsen (brandi.simonsen@uconn.edu), and Melodee Walker (melodee.walker@uconn.edu).



Memorandum of Agreement

Integrated Multi-Tiered System of Supports (MTSS) Project in K-2 Reading and Behavior Supports

PARTNER SCHOOL INFORMATION:

DISTRICT NAME	
SCHOOL NAME	
PRINCIPAL PHONE AND EMAIL	
DISTRICT CONTACT AND TITLE	
DISTRICT CONTACT PHONE AND EMAIL	
TOTAL NUMBER OF KINDERGARTEN CLASSROOMS	
TOTAL NUMBER OF GRADE 1 CLASSROOMS	
TOTAL NUMBER OF GRADE 2 CLASSROOMS	
TOTAL NUMBER OF STUDENTS K-2	

REQUIREMENTS FOR PARTICIPATION AS A PARTNER SCHOOL IN THE INTEGRATED MTSS PROJECT:

The requirements for participating in the Integrated MTSS Project in K-2 Reading and Behavior Supports are outlined below. A school and district administrator (i.e., principal and superintendent) should read and initial each item, indicating an understanding and agreement to implement all elements of the project for K-2 staff and students.

SCHOOL REQUIREMENTS	PRINCIPAL	DISTRICT REPRESENTATIVE
1. Establish and maintain the Integrated MTSS Project as a top priority with respect to staff engagement and professional development for the duration of the 5-year collaboration.		
2. Establish a school leadership team in winter 2020 whose members will have the following membership, roles, and responsibilities: <ul style="list-style-type: none"> <input type="checkbox"/> Team will initially consist of the principal(s), literacy and behavior coordinators or coaches, a kindergarten, first grade, and second grade classroom teacher, and other relevant members (e.g., special education teacher, school psychologist, family member, interventionist). <input type="checkbox"/> Oversee the development and implementation of Integrated MTSS, including coordinating with external coaches, trainers, and the research team. <input type="checkbox"/> Attend regularly scheduled meetings on site (e.g., monthly). <input type="checkbox"/> Attend 2 full day trainings in the winter/spring of 2020 (date and location TBD) 		
3. Work with the research team to identify two internal school-based coaches who will work closely with the Integrated MTSS Project external coaches to build capacity for accurate and sustained implementation. <ul style="list-style-type: none"> <input type="checkbox"/> Internal school-based coaches will attend regular, project-wide coaches' academy meetings supported by external coaches and the research team (e.g., monthly) 		

SCHOOL REQUIREMENTS	PRINCIPAL	DISTRICT REPRESENTATIVE
<input type="checkbox"/> Attend regularly scheduled meetings on site		
<p>4. Partner schools agree to participate in all external coaching activities.</p> <p><input type="checkbox"/> Year 1 (winter/spring 2020): Up to 6 external coaches visits per school focused on teaming, data collection, and data-based decision making for reading and behavior.</p> <p><input type="checkbox"/> Year 2 (2020-2021): ~ 8 external coaches visits per school focused on Tier 1 instruction.</p> <p><input type="checkbox"/> Year 3 (2021-2022): ~ 8 external coaches visits per school focused on Tier 1 instruction and Tier 2 intervention.</p> <p><input type="checkbox"/> Year 4 (2022-2023): ~ 8 external coaches visits per school focused on Tier 3 intervention and sustaining Tier 1 instruction and Tier 2 intervention.</p> <p><input type="checkbox"/> Year 5 (2023-2024): ~ 4 external coaches visits per school focused on building MTSS implementation capacity.</p>		
<p>5. Build MTSS systems that support effective practices (e.g., school based teams that meet regularly, coordinated data collection, aligned school schedules)</p> <p><input type="checkbox"/> Coordinated reading and behavior data collection (e.g., screening, progress monitoring)</p> <p><input type="checkbox"/> School schedules that facilitate implementation of MTSS practices (e.g., core reading block, Tier 1 behavior instruction, supplemental Tier 2 intervention)</p>		
<p>6. Implement a common approach to reading instruction in grade K-2 (e.g., core reading program) and implement school-wide Positive Behavioral Interventions and Supports (PBIS; e.g., universal Tier 1 support).</p>		
<p>7. Partner schools/districts agree to collaborate with the Integrated MTSS research team on data collection activities (e.g., fall, spring). Data collection activities include student assessments, teacher surveys/checklists, and classroom observations.</p> <p><input type="checkbox"/> Year 1 (winter/spring 2020): Initial baseline data collection supported by the MTSS research team (e.g., DIBELS, teacher surveys/checklists, classroom observation, demographic data).</p> <p><input type="checkbox"/> Year 2 (2020-2021): Ongoing data collection supported by the MTSS research team (e.g., student assessments 2/3 times per year, teacher surveys/checklists, classroom observations).</p> <p><input type="checkbox"/> Years 3 (2021-2022) and 4 (2022-2023): Ongoing data collection supported by the MTSS research team (e.g., student assessments – 2/3x per year for all students, bi-monthly for student receiving intervention, teacher surveys/checklists, classroom observations).</p> <p><input type="checkbox"/> Year 5 (2023-2024): Ongoing data collection supported by MTSS research team (e.g., student assessments 2/3 times per year, teacher surveys/checklists, classroom observations).</p>		
<p>8. Partner schools agree to participate in the Integrated MTSS project activities, including</p>		

SCHOOL REQUIREMENTS	PRINCIPAL	DISTRICT REPRESENTATIVE
<ul style="list-style-type: none"> <input type="checkbox"/> Year 2 (2020-2021): Partner schools agree to random assignment of classrooms to one of three conditions (i.e., enhanced reading support, enhanced behavior support, or integrated enhanced reading and behavior support). <input type="checkbox"/> Year 3 (2021-2022): Partner schools will use agreed upon screening criteria for integrated Tier 2 intervention. <input type="checkbox"/> Year 4 (2022-2023): The Integrated MTSS project team will work with school leadership teams and internal coaches to a) develop integrated individualized evidence-based Tier 3 interventions for students who don't respond to integrated Tier 1 and Tier 2 supports (e.g., 2-3 students per school), b) identify school-based interventionists (e.g., special educators), and c) schedule and implement integrated intensive Tier 3 interventions consistently. 		
<p>9. Protect and prioritize attendance at professional development activities</p> <ul style="list-style-type: none"> <input type="checkbox"/> Year 1 (2019-2020): Two full day professional development (PD) convenings for leadership team (winter/spring 2020) <input type="checkbox"/> Year 2 (2020-2021): Two full-days of PD for K-2 teachers during the summer/beginning of the school-year focused on Tier 1 instruction (reading and/or behavior). Up to two days of refresher trainings. <input type="checkbox"/> Year 3 (2021-2022): Two full-days of PD for K-2 teachers during the summer/beginning of the school-year focused on fully integrated Tier 1 instruction and coordinating Tier 1 instruction with Tier 2 intervention. Two full-days of PD for interventionists during the summer/beginning of the school-year focused on integrated Tier 2 intervention. Up to two days of refresher trainings for interventionists. <input type="checkbox"/> Year 4 (2022-2023): Two full-days of PD for K-2 teachers and Tier 2 interventionists during the summer/beginning of the school-year focused on sustaining integrated Tier 1 instruction and Tier 2 intervention. Two full-days of training for interventionists during the summer/beginning of the school-year focused on integrated Tier 3 intervention. Up to two days of refresher trainings for interventionists. <input type="checkbox"/> Year 5 (2023-2024): Two full-days of PD for K-2 teachers and Tier 2/3 interventionists during the summer/beginning of the school-year focused on sustaining integrated MTSS supports. 		

DISTRICT REQUIREMENTS	PRINCIPAL	DISTRICT REPRESENTATIVE
<p>10. For districts with multiple schools participating, establish a district leadership team in winter 2020 whose members will have the following representation, roles, and responsibilities:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Team will initially consist of a district administrator, school administrators from participating schools, district-level literacy and behavior coordinators or coaches, and other relevant members (e.g., director of special education, curriculum director, family members) <input type="checkbox"/> Oversee the development and implementation of Integrated MTSS, including coordinating with external coaches, trainers, and the research team throughout the district. <input type="checkbox"/> Attend regularly scheduled meetings on site (e.g., bi-monthly) <input type="checkbox"/> Attend 2 full day trainings alongside school teams in the winter/spring of 2020 (date and location TBD) 		

The parties hereto further agree as follows:

1. Term, Amendment and Termination

- a. This agreement shall be effective from the date it is executed below until December 31, 2026, unless earlier terminated in accordance with the below. The agreement may be extended by mutual written agreement of the parties.
- b. This agreement may be amended only in writing, executed by both parties.
- c. Termination
 - i. Termination for convenience. ~~UConn~~ Either party may terminate this agreement for convenience at any time, in whole or in part, by providing ~~the other party~~ School/District with at least thirty (30) days' prior written notice of such termination. Termination shall be effective as of the close of business on the date specified in the notice.
 - ii. Termination for cause. If either party breaches the agreement, the non-breaching party may terminate the agreement for cause by giving the breaching party at least fifteen (15) days' written notice to cure such breach ("Cure Period"). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the agreement by written notice to the other party.

2. Payment

No payments shall be made between the parties or to the students in connection with this agreement.

3. Family Educational Rights and Privacy Act

The parties acknowledges that UConn may be given access to student education records in the course of the agreement. UConn acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only for the purposes set forth in the agreement (including the Integrated MTSS Project grant). Except as required or otherwise permitted by law, UConn agrees that it will not disclose such information to any third party unless such party has a legitimate interest. For the avoidance of doubt, nothing herein prohibits UConn from using and/or disclosing de-identified information, except to the extent prohibited by law.

Each party agrees to take actions designed to ensure the security and confidentiality of student education records, and shall ensure its own compliance with FERPA. Each party shall comply with the applicable obligations set forth in Addendum A, which is hereby incorporated in its entirety into this agreement.

4. State of Connecticut Terms and Conditions

- a. **Statutory Authority.** Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5), 10a-151a, and/or 10a-151b, provide the University with authority to enter into contracts in the pursuit of its mission.
- b. **Governing Law.** This agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
- c. **Claims.** School/District agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or UConn arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and School/District agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- d. **Sovereign Immunity.** School/District acknowledges and agrees that nothing in this agreement, or any solicitation leading up to the agreement, shall be construed as a modification, compromise or waiver by UConn or State of Connecticut of any rights or defense of any immunities provided by federal law or the laws of the State of Connecticut to UConn or State of Connecticut or any of their officers and employees, which they may have had, now have or will have with respect to all matters arising out of this agreement. To the extent that this section conflicts with any other section in the agreement, this section shall govern.
- e. **State Executive Orders.** This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the School/District's request, UConn shall provide a copy of these orders to the School/District.
- f. **Nondiscrimination.** Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

Integrated Multi-Tiered System of Supports (MTSS) Project in K-2 Reading and Behavior Supports

SIGNATURES

Signatures indicate that each individual understands and agrees to implement all elements of the Integrated MTSS project for K-2 staff and students.

School Principal

Date:

District Administrator

Date:

ADDITIONAL SIGNATURES OF SUPPORT

Name/title

Name/title

Memorandum of Agreement is due _____. Please submit electronically to Michael Coyne (mike.coyne@uconn.edu), Brandi Simonsen (brandi.simonsen@uconn.edu), and Melodee Walker (melodee.walker@uconn.edu), Center for Behavioral and Education Research (CBER), University of Connecticut.

Addendum A

For the purposes of this Agreement, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising” shall be as defined by Conn. Gen. Stat. § 10-234aa. References herein to “Contractor” shall mean UConn; references herein to the “Board” shall mean the School/District.

1. All student records, student information, and student-generated content (collectively, “student data”) provided or accessed pursuant to the agreement are not the property of, or under the control of, the Contractor.
2. The 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 providing Contractor with written notice identifying the student data that it requests to be deleted. Such notice shall be sent by e-mail to Michael Coyne (mike.coyne@uconn.edu) or such other official designated by Contractor in writing. The Contractor shall respond promptly to the Board’s request (but in no event later than five (5) business days from its receipt of such request).
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to the Memorandum of Agreement for the Integrated Multi-Tiered System of Supports (MTSS) Project in K-2 Reading and Behavior Supports.
4. 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. He or she may do so by submitting a request, by e-mail, to Michael Coyne (mike.coyne@uconn.edu) (or such other official designated by Contractor in writing) to discuss the correction of any such erroneous information. 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 use reasonable efforts 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.
5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. 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 in connection with this agreement by providing e-mail notice of such to [Superintendent of School, Bridgeport Public Schools, 45 Lyon Terrace, Bridgeport CT 06604.](#) ~~BOARD NOTICE CONTACT INFO~~. The Board will notify the Contractor when there has been an authorized release, disclosure or acquisition of student data in connection with this agreement by providing e-mail notice of such to Michael Coyne (mike.coyne@uconn.edu) or such other representative designated by Contractor in writing. In either case, such notification will include the following information (to the extent actually known): (1) date and time of the breach; (2) names of the student(s) whose student data was breached; (3) nature and extent of the breach; and (4) proposed measures to investigate and contain such breach.
7. Student data shall not be retained or available to the Contractor upon expiration of the agreement between the Contractor and Board, 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 contract for the purpose of storing student-generated content.

8. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
9. 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.
10. 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.



**MEMORANDUM OF AGREEMENT (MOA) BETWEEN
TODAY'S STUDENTS TOMORROW'S TEACHERS
AND
BRIDGEPORT PUBLIC SCHOOLS**

This MEMORANDUM OF AGREEMENT ("the Agreement") is made effective the day of **Feb 1, 2020** by and between TODAY'S STUDENTS TOMORROW'S TEACHERS ("TSTT") with offices at 333 Westchester Avenue, White Plains, NY 10604, and the **Bridgeport Public Schools** ("the District"), located at 45 Lyon Terrace, Bridgeport, CT 06604.

WHEREAS, it is the intention of the District and TSTT to jointly implement the TSTT 8-year Full Circle Teacher Preparation Training Model (the "Program"), and as such will each provide services as designated below.

NOW, THEREFORE, the District and TSTT agree as follows:

SECTION 1. SCOPE OF SERVICES TO BE PROVIDED BY TSTT

During the term of this MOA, TSTT shall perform services as follows:

- 1.1. Provide program services, personnel and material necessary to assist the District in establishing and delivering the Program, which personnel and material shall be similar in nature and amount to that provided by TSTT to other school ~~divisions~~ districts participating in the Program.
- 1.2. Provide all such Program services in a timely manner, in accordance to a timeline as agreed upon by TSTT and the District prior to the Program start date.
- 1.3. Work with the District through the Regional Program Manager (RPM) to establish student recruitment criteria and to assist the District in selecting students for participation in the Program. The Regional Program Manager (RPM), shall be selected, employed and trained by TSTT.
- 1.4. Train District personnel and assist them in Program delivery including, but not limited to, training of the District Mentor and Teacher Mentor(s).
- 1.5. Provide telephone and in-person support during the Program operation.
- 1.6. Assist the District in procuring funding in ways to be mutually agreed by the parties.
- 1.7. Provide access to TSTT partner colleges and the support services normally provided by TSTT relating to such college contacts.
- 1.8. Provide quality control/evaluation, to be mutually agreed upon by the parties.
- 1.9. Establish or participate in the District Advisory Council.



- 1.10. Conduct and participate in at least eight (8) events during the school year, including, but not limited to, orientation, monthly student meetings, tutoring workshops, and career development workshops.
- 1.11. Pay teacher mentor stipends and student stipends where applicable, incentives, and internships. The District shall assist students in obtaining paid internships.
- 1.12. Conduct forums and workshops, and provide materials, food and facilities for such events.
- 1.13. Provide materials and services relating to public relations, provided however, that the District shall provide additional material and services for public relations and communications relating to the Program.
- 1.14. Provide material, services and, if mutually agreed by the parties, personnel, to assist in grant writing.
- 1.15. Provide personnel, services, and/or materials for SAT preparation training.
- 1.16. Provide student training materials.

SCOPE OF SERVICES TO BE PROVIDED BY BPSD

- 1.18 Assist in identifying and selecting students for program participation.
- 1.19 Encourage students and parents to participate in the Program.
- 1.20 Identify and appoint a Teacher Mentor (TM) and the District Mentor (DM) and other personnel as needed, to assist in the implementation of the Program.
- 1.21 Assist TSTT program participants in securing tutoring and shadowing assignments as well as paid internships
- 1.22 Provide scheduling flexibility to assist student participants in satisfying the requirements of the Program.
- 1.23 Provide adequate meeting space to accommodate Program activities.
- 1.24 Provide adequate office space, as required, for TSTT personnel and program peripherals i.e., phone, computer, copier etc.
- 1.25 Collaborate with TSTT in assessing student participants' progress.
- 1.26 Assist with conflict resolution.
- 1.27 Maintain open communication with TSTT staff.
- 1.28 Assist in disseminating Program information.
- 1.29 Participate as a member of the District Regional Advisory Council and appoint, as required, a Local Area Supervisor (LAS).
- 1.30 The District will work with TSTT to secure funding to sustain expanded TSTT programs in the BPSD.



SECTION 2. MOA DOCUMENTS

This document shall consist solely of the following:

- 2.1. This signed Agreement.
- 2.2. Any addenda to this Agreement, signed by authorized representatives of the District and TSTT.

SECTION 3. COMPENSATION

3.1 The services provided by TSTT pursuant to this agreement shall be provided without cost to the District.

SECTION 4. TERM OF MOA

4.1 The term of this agreement is one year, commencing February 1, 2020 and ending January August 31, 2021 - subject to three one-year renewal options. ~~Each such renewal shall be in the form of a signed Participation Agreement (Attachment A) to this Agreement. The contract may be amended each year by signing a new District Participation Agreement.~~

SECTION 5. TERMINATION AND NONRENEWAL

- 5.1. Nonrenewal or Cancellation. The provisions of the term of this Agreement set forth in SECTION 4 above notwithstanding, both TSTT and the District shall have the right to cancel this Agreement at the end of each school year with thirty (30) days prior written notice to the other party without cost, penalty or liability. ~~In the event the Agreement is cancelled by the District or TSTT, the District shall pay any amounts due TSTT for services, personnel, or materials actually provided by TSTT up to the date of cancellation.~~
- 5.2. Termination for cause/default. Both TSTT and the District shall have the right to terminate this Agreement upon the failure of the other party to fulfill in a timely and proper manner its material obligations under this Agreement, provided that the District or TSTT has provided in writing 30 days notice of such failure to perform material obligations and the failure had not been cured within such 30 day period.
- 5.3. Upon the expiration or termination of this Agreement, the parties shall provide to each other all materials in the possession of the District or TSTT or their employees or students relating to all program information and materials and shall retain no copies or duplicates thereof, except to the extent required by state or federal laws and regulations.

SECTION 6. RESPONSIBILITIES AND OWNERSHIP

The District agrees to participate in all phases of the Program implementation, replication and scale up, including participation in an independent Program evaluation. The District agrees to provide opportunities for TSTT students to job shadow, intern, tutor and student teach, and commits to interviewing TSTT students for teaching jobs for which they may be qualified. The District shall make available to TSTT all plans, records and other pertinent information necessary for TSTT to



fulfill its obligations under this Agreement, subject to any restrictions imposed by law. TSTT shall abide by all state and federal laws and District policies and regulations applicable to such plans, records, and other information, including, but not limited to, the confidentiality of information pertaining to students and employees of the District. Subject to application of such laws, policies and regulations, all information, proposals and materials generated or acquired by the District as a result of this Agreement, or generated by TSTT in connection with carrying out its responsibilities hereunder, shall be the sole and exclusive property of TSTT and shall not be used by the District for any purpose other than implementation of the Program during the term of this Agreement or any renewal thereof.

SECTION 7. COMPLIANCE WITH BPSD POLICIES AND REGULATIONS

TSTT agrees to conduct the Program in conformance with all policies and regulations of the District, except as otherwise provided in this Agreement. In the event that the District should modify or amend such policies or regulations during the term of this Agreement or any renewal term thereof, such changes shall not be binding on TSTT until the next renewal of the Agreement, unless otherwise required by law. The District shall provide TSTT notice of any changes no later than 30 days prior to expiration of the term of the Agreement then in effect.

SECTION 8. ANTI-DISCRIMINATION

TSTT and the District certify to each other in performance of their obligations under this Agreement that they shall conform to the provisions of the Federal Civil Rights Acts of 1964, as amended, as well as the Americans with Disabilities Act, Title IX, IDEA, and Section 504 and any other local, state or federal laws prohibiting discrimination.

SECTION 9. CONFIDENTIALITY

All services provided by TSTT and the District pursuant to the terms of this Agreement, and all plans, proposals, information or other materials relating to the Program, whether generated by TSTT or the District, shall be maintained in the strictest confidence and under no circumstance shall the District or TSTT disclose any information whatsoever concerning its arrangements with each other or any of the material, information, data, plans, or proposals relating to the Program to any third parties without the other's prior written approval or as required by law. Upon the expiration or termination of this Agreement, the parties shall provide to each other all materials in the possession of the District or TSTT or their employees relating to confidential Program information and shall retain no copies or duplicates thereof, except to the extent required by state or federal laws and regulations.

SECTION 10. TRADEMARKS

TSTT is the owner of the trademarks "TSTT" and "Today's Students, Tomorrow's Teachers." The District shall not use such trademarks during the term of this Agreement, any renewal thereof, or after termination of this Agreement without the prior written consent of TSTT. The display of such trademarks on materials provided by TSTT shall only be permitted during the term of this Agreement or any renewal thereof.



SECTION 11. INDEPENDENT CONTRACTORS

It is understood and agreed that the parties hereto are independent contractors and are not partners or joint ventures with respect to any matter. Each of the parties shall be solely responsible for its respective withholding tax, employer or other obligations and neither party shall be responsible therefore for the other. Neither party shall have the right, power or authority to represent or to bind the other party in any way or manner whatsoever. Both parties acknowledge that they retain full responsibility for complying with all income reporting and other requirements imposed upon self-employed persons by state, federal and/ or local tax laws, to the extent applicable.

SECTION 12. SEVERABILITY

If any provision in this Agreement is held to be illegal, invalid or unenforceable, such provisions shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

SECTION 13. ASSIGNMENT

This Agreement may not be assigned by operation of law or otherwise, ~~or~~ transferred in whole or in part by either party without the prior written consent of the other.

SECTION 14. NOTICE

All notices, requests, demands or other communications hereunder shall be deemed to have been given if sent by certified or registered mail, return receipt requested, to each party at the address set forth above, or at such other address as each party may designate in writing to the other.

SECTION 15. WAIVER

Failure on the part of either party to complain of any act or failure to act or declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of either party shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

SECTION 16. GOVERNING LAW

The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of ~~New York~~ Connecticut, and any actions arising out of this Agreement shall be filed in the Courts of the State of ~~New York~~ Connecticut.



SECTION 17. NONBINDING MEDIATION

- 17.1 Neither the District nor TSTT shall initiate any legal proceedings relating to this Agreement until 30 days after compliance with the steps set forth in SECTION 17.2 and 17.3 of this Agreement.
- 17.2. If a dispute arises relating to the performance or nonperformance of obligations under this Agreement, TSTT and the District shall each appoint a senior representative to meet and try to resolve the issue.
- 17.3 If the meeting held pursuant to SECTION 17.2 fails to resolve the dispute between TSTT and the District, the representatives of the parties shall meet again with the assistance of a mediator jointly selected from the list of mediators maintained by the CPR Institute for Dispute Resolution. This mediation shall be conducted pursuant to the rules and procedures of the CPR Institute.
- 17.4. Any meetings held pursuant to SECTIONS 17.2 or 17.3 of this Agreement shall be held in the State of New York, unless the BPSD agrees in writing to an alternative venue.
- 17.5. Neither the District nor TSTT shall be obligated to reach agreement as a result of the steps taken pursuant to SECTIONS 17. 2 and 17.3 of this Agreement.

SECTION 18. SECTION HEADINGS

Section headings are included in this Agreement solely for convenience of reference, are not to be considered part of this Agreement and are not intended to be full or accurate descriptions of the contents thereof.

SECTION 19. ENTIRE MOA

This MEMORANDUM OF AGREEMENT, and the documents identified herein at SECTION 2, contain the entire understanding of the parties with respect to the subject matter hereof, supersede any prior agreement between the parties, and may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.



**Today's
Students**
**Tomorrow's
Teachers™**

**TODAY'S STUDENTS
TOMORROW'S TEACHERS**

By: Bettye H. Perkins, Ed.D.
Chief Executive Officer

Signature:_____

Date:_____

By: Mr. Michael J. Testani
Name

Title: Superintendent of Schools

Signature:_____

Date:_____

BOARD OF EDUCATION

MICHAEL J. TESTANI
Acting Superintendent of Schools

City Hall - 45 Lyon Terrace
Bridgeport, Connecticut 06604

MEMBERS OF THE BOARD
cont.

MEMBERS OF THE BOARD

JOHN R. WELDON
Chairman

HERNAN ILLINGWORTH
Vice-Chairman

BOBBI BROWN
Secretary



"Changing Futures and Achieving Excellence Together"

SYBIL ALLEN

ALBERT BENEJAN

JOSEPH J. LOMBARD

JESSICA MARTINEZ

JOSEPH SOKOLOVIC

CHRIS TAYLOR

MEMO TO: Board of Education Contracts Committee

COPY TO: Members, Board of Education

FROM: Tony Pires

DATE: April 10, 2020

SUBJECT: Recommendation for Award of refuse Removal Contract

Accompanying this cover, please find three documents relating to the procurement of refuse removal services for Bridgeport Public Schools:

1. RFP issued on February 13, 2020
2. RFP Response received on March 5, 2020
3. Draft Professional Services Agreement as drafted by the City Attorney's Office on March 11, 2020

The RFP was issued and posted on BidSync (the City of Bridgeport's online public procurement portal) on February 13, 2020. The solicitation document was viewed by 14 vendors and downloaded by 6 of those 14. One response was received from Country Disposal (the vendor currently providing the service).

Country Disposal has been an extremely dependable and a responsible vendor for these services over the past three years. As they are the only respondent, it is my recommendation to enter into an agreement with Country Disposal to perform refuse removal for BPS for the next three years beginning July 1, 2020 at an annual cost of \$321,073.80.

[Type here]

**DEPARTMENT OF PUBLIC PURCHASES
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604**

REQUEST FOR PROPOSALS

**RFP BEX 028202
District Refuse/Recycling Removal**

**Proposal Due Date: March 5, 2020
2:00 PM**

**LOCATION: Department of Public Purchases
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604**

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REFUSE/RECYCLING REMOVAL SEARCH RFP SUMMARY AND TIMELINE

PROJECT: Refuse/Recycling Removal - Request for Proposal for the Bridgeport Board of Education in Bridgeport, CT

DESCRIPTION: The Bridgeport Board of Education (BBOE) is seeking proposals from knowledgeable refuse and recycling removal companies, experienced in commercial refuse and recycling removal for the Bridgeport Public Schools District.

PROPOSAL DUE DATE: Proposals (one original and nine (9) copies) each bearing the RFP BEX028202 shall be submitted to the Department of Public Purchases, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, CT 06604 and must be received by March 5, 2020 no later than 2:00 pm and then, at said office, be publicly opened.

COST INFORMATION: Proposers are asked to submit a breakdown of costs by each service/deliverable identified in the RFP. The Department will negotiate with the successful proposer on the addition or deletion of tasks to arrive at a final contract amount.

CONTRACT FOR PROFESSIONAL SERVICES: The selected proposer will be expected to enter into a Contract for Professional Services with the Bridgeport Board of Education

PROJECT MANAGER:

Tony Pires
Director of Business Operations
Bridgeport Public Schools
Business Office
3rd Floor - Room 320
45 Lyon Terrace
Bridgeport, CT 06604
203.275.1299 office /203.337.0152 fax
Email address: TPIRES@bridgeportedu.net

THE FOLLOWING SCHEDULE MAY BE ALTERED AT ANY TIME WITHOUT PRIOR NOTIFICATION.

The RFP submission deadline is absolute. Proposals not received in the City of Bridgeport's Purchasing Department, 999 Broad Street, Bridgeport, CT by the date and time specified **WILL NOT BE ACCEPTED.**

[Type here]

<u>Activity</u>	<u>Date</u>	<u>Point of Contact Person/Phone</u>	<u>Location</u>
RFP Released	2/13/2020	Laura DeMoura Buyer, Purchasing	Bridgeport's Purchasing Department, 999 Broad Street, Bridgeport, CT 06604
RFP Submission Deadline	3/5/2020	Laura DeMoura Buyer, Purchasing	Bridgeport's Purchasing Department, 999 Broad Street, Bridgeport, CT 06604
Evaluation of Proposals Completed	3/13/2020	Evaluation Committee	Board of Education of Bridgeport, CT 45 Lyon Terrace Bridgeport, CT 06604
Notice of Intent to Award and Mail Notification of Proposed Award and Denial(s)	3/16/2020	Tony Pires 203.275.1299	Board of Education of Bridgeport, CT Business Office 3 rd Floor – Room 320 45 Lyon Terrace Bridgeport, CT 06604
Development of Contract completed under auspices of BBOE Attorney	4/1/2020	Tony Pires 203.275.1299	Board of Education of Bridgeport, CT Business Office 3 rd Floor – Room 320 45 Lyon Terrace Bridgeport, CT 06604
Approval of Contract at BOE Meeting	4/6/2020	Board of Education	Board of Education of Bridgeport, CT 45 Lyon Terrace Bridgeport, CT 06604
Anticipated Contract Start Date and Completion Date	7/1/2020	Tony Pires 203.275.1299	Board of Education of Bridgeport, CT Business Office 3 rd Floor – Room 320 45 Lyon Terrace Bridgeport, CT 06604

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Section I: INTRODUCTION

The Bridgeport Board of Education (BBOE) is seeking proposals from knowledgeable refuse and recycling removal companies, experienced in commercial refuse and recycling removal, to provide refuse/recycling removal services for sites under the jurisdiction of the Bridgeport Public Schools District.

District Description – Summary Data

There are 42 locations consisting of 29 elementary schools and 1 Annex, 7 (seven) high schools, Bridgeport Learning Center and the inter-district Vocational Aquaculture Center; plus the Nutrition Center and Adult Education Center [including the alternative high school].

A. Purpose

The Bridgeport Board of Education is seeking a company that will remove and dispose of refuse and recycling materials from all buildings under the control of the Bridgeport Board of Education.

Section II: SCOPE OF SERVICES

A. Objectives

The objective is to obtain a clean, courteous, well-scheduled collection of acceptable solid waste (“solid waste” and “refuse”) and recyclable materials (“recyclable materials” and “recyclable”) items from schools and buildings for the Bridgeport Board of Education.

B. Services/Deliverables

- The Contractor may be required to provide an appropriate number of containers per site for both refuse and recycle materials. (See attached list)
- The Contractor shall collect from participating schools all solid waste and recyclable materials acceptable (in accordance with CGS Sec 22a-241) for collection on the day specified by the schedule established in accordance with the general provisions of the contract.

[Type here]

- The successful bidder shall dedicate one or more vehicles for the sole purpose of fulfilling the obligations of this Agreement. The dedicated vehicles shall not be used during the term of this Agreement for any other purpose other than fulfilling this Agreement.
- All solid waste shall be collected, at a minimum, **One or Two days/ per week (MONDAY-FRIDAY)** on a five (2) day per week basis, Monday through Friday. Recycling materials shall be collected, at a minimum of **once (1) per week (FRIDAY COLLECTION)** on a five (5) day per week basis, Monday through Friday. It shall be the responsibility of the Contractor to evaluate each school's collection need and recommend container size and frequency of collection. Any changes will be presented and discussed/approved with/by BOE staff prior to implementation.
- **CONTRACTOR'S RESPONSIBILITIES:**
 - a) Collection shall be accomplished with as little noise or other nuisance as reasonable and practical. The Contractor shall pick up any material scattered during collection. He shall use walks and paths and not cut through shrubbery or hedges or across lawns.
 - b) Service to schools shall not be interrupted because of streets closed temporarily. The Contractor will not be allowed to conduct a scavenging operation.
 - c) The Contractor shall provide a foreman who shall be employed on a full-time basis to supervise the collection of solid waste and recyclable materials in the City of Bridgeport, whose job will be to address all complaints relating to operations and services provided by the Contractor pursuant to the Contractor. The foreman must be available by pager during normal business hours and able to respond to complaints on the day filed or as soon as practical, but in no event more than 24 hours after filed. This foreman shall have a pick-up truck available for his use in attending regarding service. The vehicle furnished by the Contractor shall be equipped with a mobile telephone that is owned, furnished, installed and maintained by the Contractor. The mobile phone number shall be provided to the BOE. The Contractor may elect to have separate foreman for refuse and recycling.
 - d) The Contractor shall provide and maintain all labor, equipment, including automotive equipment and fuel, reasonable necessary for carrying out this contract.
 - e) The Contractor shall be responsible for all damage to private property arising from or related to the collection operation. The BOE shall be held free of any liability and shall be indemnified, defended and held harmless by the Contractor.
 - f) The Contractor shall operate collection vehicles in such a manner so as not to impede traffic flow on City streets. Loaded vehicles are not to be left

[Type here]

standing on the streets.

- g) The Contractor, when making a service and/or complaint investigation, shall notify the designated BOE authority personally or fill out and place a notice of violation on the school dumpster, whichever is appropriate. This notice shall be designed and printed by the BOE and supplied to the Contractor at no cost to him.
 - h) The Contractor shall pick up acceptable waste and recycling as outlined in these Specifications from the complainant when making his investigation, as long as the BOE did not have a similar violation within the previous six (6) months.
 - i) The Contractor shall provide, on a weekly basis, an accurate accounting of the tonnage for each day's service as specified in this bid. Tonnage accounts are to be provided separately for both refuse and recycling.
- Each bid must be accompanied by a 10% Bid Bond. The successful bidder shall, within ten (10) business days after award notice or at the signing of the contract, whichever comes first, furnish a Performance Bond for 100% of the first year's bid price. This procedure must be followed in succeeding years. In lieu of a Performance Bond, the BOE may consider a cash surety or other surety which, in the option of the BOE and the BOE Attorney, shall provide sufficient protection to the BOE.

C. Department Responsibilities:

The Department Point of Contact (POC) person will coordinate the administrative process for this RFP, in consultation with the Chief Financial Officer. The proposal (see Section IV below) should specifically describe any assumptions with regard to the Department of Public Purchases role.

Section II. RULES AND CONDITIONS

A. General Information

1. **Whom to Contact for Information** – Please direct all inquiries concerning this RFP to:

Tony Pires
Business Office
Bridgeport Board of Education
45 Lyon Terrace – Room 320
Bridgeport, CT 06604

[Type here]

Phone: 203.275-1299

Email address: TPIRES@bridgeportedu.net

There will not be a pre-proposal conference. Proposers should contact only the individual identified above for meetings, conferences, or technical discussions related to the RFP.

2. **Who May Submit Proposals** – Proposals are invited from all parties with demonstrated experience in commercial refuse/recycle collections for municipal and/or school districts.

Note: Please refer to 24 CFR 85.36 for conflict of interest provisions. Essentially, this provision prohibits employees of the City of Bridgeport or agents of the Department of Public Purchases and any immediate family member of the BBOE from participating in the selection, award or administration of a contract that might go to their direct relatives or anyone in business with them or their direct relatives.

3. **Term of Contract** - The anticipated initial term of any resultant contract is estimated to be 3 years, with the expectation of one year renewals thereafter if the district assesses the service as meeting its logistical and financial objectives. However, the date of final execution of the contract shall be the governing factor as to the date of commencement of work.
4. **Budgeted Funding and Contract Award:** Proposers are asked to submit a total cost factor for delivery of all required services in the fiscal year; as well as a breakdown of costs for any supplemental service/deliverables that could be requested during the course of the year. The Department will negotiate with the successful proposer to arrive at the final contractual rates.
5. **Interpretations and Addenda** – The Board of Education reserves the right to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission of proposals. Any revisions to the RFP will be accomplished through addenda or supplements to the RFP and shall become part of the RFP. All addenda will be sent to all persons and entities to which the Department sent copies of this RFP.
6. **Proposer's Cost of Developing Proposal** – Costs of developing and submitting proposals are entirely the responsibility of the proposer and shall not be chargeable in any way to the Department.
7. **Confidentiality of Proposals**-The Board of Education shall keep all proposals confidential until the evaluation process is completed and a contract has been awarded. Submission of a proposal shall constitute an agreement to public

[Type here]

disclosure of the proposal after the award of the contract.

8. **Disposition of Proposals** – All proposals submitted become the property of the Board of Education and may be returned upon request, only at the option of the Board of Education and at the proposer's expense.

B. Submission of Proposals

1. The original and nine (9) copies of the proposal must be enclosed in a sealed envelope with the name and address of the proposer. The lower left corner of the envelope should be plainly marked **BEX 028202 - REFUSE/TRASH REMOVAL**.
2. Proposals can be submitted either by certified mail; UPS/FED EX or by personal delivery to:

Department of Public Purchases
Margaret E. Morton Government Center
999 Broad Street
Bridgeport, CT 06604

Proposals sent to any other office will not be accepted.

3. All proposals must be received by 2:00 p.m. **on March 5, 2020** at the address above. Postmarks or facsimiles (FAX) transmission will not be accepted in lieu of this requirement. It is the responsibility of the proposer to ensure the proposal is submitted by the time and date and to the address specified above. The Department will reject any proposal not meeting this RFP requirement timeline.

C. Contract Provisions

1. The successful proposer must agree to all terms and conditions of any consultant contract with the Board of Education as a condition of executing the contract.

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Section III. PROPOSAL FORMAT AND CONTENT

In order to be considered for an award, the proposer **must** supply all of the information requested in this section of the RFP. A proposal that fails to comply completely with these requirements will be deemed unresponsive by the Board of Education. The Board of Education, however, reserves the right to waive any immaterial noncompliance which in the Board's judgment does not compromise the overall purpose and intent of the RFP. The proposal **must** include the sections listed below and **must** be submitted in the following format and order.

A. Proposal Format

1. The proposal should be prepared simply and economically providing straightforward and concise delineation of the proposer's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional materials are neither necessary nor desired. Emphasis in the proposal should be on completeness and clarity of content. The evaluation process will not provide credit for capabilities or advantages that are not clearly shown in the written proposal.
2. All proposals **must** include the RFP number **BEX 028202** on each **original and nine (9) copies** on standard white paper, 8 ½ by 11 inches in size, typed in number 12 Arial font, double-spaced with each page clearly and consecutively numbered and 1 electronic version (PDF file).
3. The proposal must be submitted in the legal entity name of the proposer. The proposal must be signed by the proposer, a corporate officer, or authorized agent of the proposer.

B. Proposal Cover Letter and Statement of Intent to Meet RFP Requirements

A proposal cover letter and Statement of Intent to Meet RFP requirements must be submitted to the Bridgeport Board of Education with the proposal.

C. Table of Contents

A table of contents **must** be provided which identifies all major sections of the proposal by page number. All exhibits and attachments must also be identified and referenced by page number.

[Type here]

D. Body of Proposal

1. Qualifications and Experience

- (a) Statements describing background, including date established, type of ownership, location of headquarters and offices, and number of employees engaged in company activities.
- (b) Total number of staff engaged in refuse/trash collection.
- (c) Statements describing work history on similar projects.
- (d) Statements that demonstrate knowledge and/or experience in performing the duties of refuse/trash collections.

2. Organizational Structure

The content of this section should describe how the Proposer intends to organize resources, as necessary to complete the project required by this RFP.

3. Workplan

The work plan should detail any data and other information expected to be obtained through the Department, as well as specific tasks or activities expected to be completed by the Department.

For each staff working on this project, provide the name, title, hourly rate, and status (employee/subcontractor).

4. Costs/Bid Sheet

- Proposers are asked to submit a total cost factor for delivery of all required services in the fiscal year **(1) inclusive of containers, tipping fees and recycle revenues** and **(2) inclusive of tipping fees and recycle revenues only**; as well as a breakdown of costs for any supplemental service/deliverables that could be requested during the course of the year and a per pick up fee inclusive of all the factors mentioned. (Tipping fees, containers and all labor)

[Type here]

Explain the derivation of the cost factors, based on the services associated with the performance of the Scope of Work as required in this RFP as follows with and without the rental of containers.

Number of Collection stops Per Day: a stop shall mean that area of the City serviced by one collection truck and one collection crew per day.

Number of Crew Members Assigned to EACH Collection: include all persons necessary to service school including the collection truck driver, but not including supervisory, office or garage personnel.

Type of Collection Vehicle(s) to be Used: indicate make, year, capacity, and planned replacement year of vehicles to be used on regularly scheduled routes.

Number of Spare Collection Vehicles: indicate number, make, year and capacity of spare units, not regularly scheduled for a particular route that will be used in the event of a collection unit breakdown. One spare vehicle is the minimum required.

Location of Collection Vehicle Storage: location where equipment and vehicles will be stored overnight and maintained must be in the City.

5. References

- (a) Proposer must provide three letters of reference from current and/or former clients for whom the proposer has provided services similar to those required herein.
- (b) Letters of reference must include the name, address and telephone number of the individuals who provide the references.
- (c) The Department will contact references. If references cannot be reached, the proposal shall be deemed non-responsive and rejected. If references obtained by the Department are not favorable, the Department may reject the proposal.
- (d) References will not be used as an evaluation criterion for scoring purposes.

[Type here]

Section IV. SELECTION PROCESS

A. Evaluation Criteria

For detail on body of proposal requirements, see Section III (D).

Criteria	Maximum Points
Qualifications and Experience	15
Quality of Past Success/ Experience	20
Organizational Structure	20
Work Plan	25
Costs	20
Total Possible Points	100

The allocation formula for points for **costs** is as follows:

Lowest Bid amount **divided by** the current bid amount being evaluated **times**
maximum costs points = points

Percentages will be rounded to the nearest whole number. See below for example:

<u>Bids</u>	<u>Allocation Formula</u>	<u>Points</u>
\$100 (lowest bid)	$\$100/100 \times 15$	15
\$150	$\$100/150 \times 15$	10

B. Evaluation Process

Proposals shall be evaluated and contracts awarded in the following manner:

1. All proposals shall be submitted to the Evaluation Committee, which shall

[Type here]

evaluate and score the proposals. The Evaluation Committee may be comprised of, but is not limited to, the following members:

- Chief Financial Officer
 - Manager, Business Operations
 - Manager, Budget and Financial Reporting
 - Facilities Department - Operations Manager
 - School Construction Manager
2. All proposals meeting the requirements of the RFP will be rated using the evaluation criteria identified above. The Evaluation Committee **may** schedule interviews with the top candidates. Proposers will be notified of any additional required information or interviews after written proposals have been evaluated. The Evaluation Committee will make a recommendation based on the highest score to the Board of Public Purchases of the City of Bridgeport and City Council for approval.
 3. In the event that an agreement cannot be reached with the selected proposer, the Board of Education, at its sole discretion, shall have the right to negotiate with the next ranking proposer until an agreement can be reached.
 4. The Board of Education reserves the right to reject any or all submittals; request clarification of any submitted information; waive any informalities or irregularities in any submittals or cancel all or any portion of the selection proceedings at any time.
 5. Proposals that contain false or misleading statements or which provide a reference that do not support an attribute claimed by the proposer may be rejected. If, in the opinion of the Board of Education, such information was intended to mislead the Department in its evaluation, it will be the basis for the rejection of the proposal.

V SBE (Small Business Enterprises) in order to receive any award favorable to Small Business Enterprises (See Ch.3.12.130, City Ordinances) for goods, materials and general services, all SBE firms, for themselves and their sub-contractors, must submit a true copy of their current (no older than 2 years) State of Connecticut certification, other government certification in another City or State, or certification from one of the recognized independent organizations listed on the City's website under "Purchasing" as a minority-owned, or disadvantaged-owned business. The City reserves the right to authenticate such certification."

VI MBE (Minority Business Enterprises) in order to receive any award favorable to Minority Business Enterprises (See Ch.3.12.130, City Ordinances) for goods,

[Type here]

materials and general services, all MBE firms, for themselves and their sub-contractors, must submit a true copy of their current (no older than 2 years) State of Connecticut certification, other government certification in another City or State, or certification from one of the recognized independent organizations listed on the City's website under "Purchasing" as a minority-owned, or disadvantaged-owned business. The City reserves the right to authenticate such certification."



**COUNTRY
DISPOSAL
SERVICES, LLC**

RFP # BEX028202

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**COUNTRY
DISPOSAL
SERVICES, LLC**

Qualifications and Experience

RFP # BEX028202

- (a) Country Disposal Services, LLC was organized as a limited liability company in the State of Connecticut on October 10, 2006. It has previously operated from facilities located in Hamden and North Haven, Connecticut and recently moved to new office and transfer station at 530 South Cherry Street, Wallingford, CT 06492. The Company has a total of twenty two (22) employees in office support and field activities.
- (b) Of the total number of employees, fourteen (14) work specifically in refuse/trash collection.
- (c) Country Disposal has established service relationships with several public and private sector organizations in the southern Connecticut area. These include refuse/recycling service experience with the City of Ansonia; under subcontract with the Board of Education, City of New Haven; McDonald's franchise locations in New Haven County; multiple locations for Splash Car Wash in the New Haven area, and multiple Hill Healthcare Centers for One Source Facility Management. The Company provides scheduled and "on demand" refuse/recycling collection and disposal to each of these clients.



**COUNTRY
DISPOSAL
SERVICES, LLC**

RFP # BEX028202

Michael Couden has been employed thirty years in the waste management and environmental services contracting industries. The waste management experience started as a recycle driver and progressed to operations manager within a six-year period. In that time he received extensive in-service training and continuing education in waste operations and management. He also has several years of experience in environmental remediation and hazardous and non-hazardous waste management. His brief resume is contained in the Appendices (p. 15).

The field driving staff, collectively, has a total of forty (40) years in waste management project services including collection, disposal and recycling.

2. Organizational Structure

Country Disposal will have a full-time staff foreman responsible to supervise of the field staff, schedule and services under this contract. That individual will have primary responsibility for receiving and addressing all service complaints, as received, consistent with contract requirements. The foreman will have a Company mobile phone and service pickup truck.

The Company maintains office administrative staff to provide the scheduling, recordkeeping and communications services necessary to support the contract. The Board of Education will be provided the contact telephone numbers of the foreman and office as well as telephone numbers for after-hours emergencies.



**COUNTRY
DISPOSAL
SERVICES, LLC**

RFP # BEX028202

The routes and collection schedules will be determined in consultation with the Board of Education upon the award of the contract.

3. Work Plan

Working from the RFP list of service sites, Country Disposal will review the BBOE's locations and individual site needs and develop a variable collection plan, i.e. twice a week, three times weekly, and five times weekly for refuse and weekly and twice weekly for recycling for the scheduled collections.

The plan will be submitted to the Department for review and approval prior to implementation. Upon award of the bid and negotiation of the service contract, the Company will require the names and contact numbers of the principal BBOE employees authorized to implement the contracted services. Additionally, the Company anticipates requiring the Department to provide in a timely manner any supplemental site locations, corrections, adjustments and requirements to the list provided in the RFP.

The staff assigned to this service contract will be:

Name	Title	Hrly Rate	Status
Michael Couden	Foreman	Salary	Company Principal



**COUNTRY
DISPOSAL
SERVICES, LLC**

RFP # BEX028202

David Douglas	Driver	\$23.00	Full-time Employee
Thomas Biroscak	Driver	\$20.00	Full-time Employee

4. Costs/Bid Sheet

Country Disposal Containers

8 yd. Trash = 149 dumps/week X 4.33* X \$38.25

\$24,677.75 / monthly

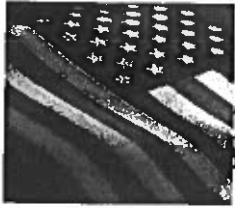
4 yd. Recycling = 40 dumps/week X 4.33* X \$12.00

\$2,078.40 / monthly

\$321,073.80 / Annual

CPI Increase Annually

*Industry Standard Factor



**COUNTRY
DISPOSAL
SERVICES, LLC**

RFP # BEX028202

Number of Collection Stops Per Day

45 per trash
39 per recycling

Number of Crew Members Assigned to EACH Collection

Two (2)

Type of Collection Vehicle(s) to be Used

Number	Make	Year	Model	Capacity	Replacement Year
One	Mack	2017	600 MRU	42 Cu. Yds.	2022

Number of Spare Collection Vehicles

Number	Make	Year	Model	Capacity	Replacement Year
One	Mack	2008	600 MRU	40 Cu. Yds.	Note

Note: The Company plans to add similar collection vehicles during the period of this contract including extensions to replace this vehicle.

Location of Collection Vehicle Storage

N/A Per Tony Pires, location of contract equipment in Bridgeport will not be required.



**COUNTRY
DISPOSAL
SERVICES, LLC**

RFP # BEX028202

5. References

City of Ansonia
Pro/Klean Cleaning and Restoration Service, Inc.
One Source Facility Management

Appendices

State of Connecticut CONCORD Registration
No Conflicts Form
Michael Couden Resume
Small Business Enterprise Certification, Supplier Diversity, CTDAS
Bid Bond #60108299



City of Ansonia

CONNECTICUT 06401

BOARD OF PUBLIC WORKS
NORTH DIVISION STREET

BEB884176

June 6, 2017

Dear Sir/Madam:

Please accept my recommendation for Country Disposal. Country Disposal has been servicing the City of Ansonia since July 2016. We have been completely satisfied with their services, which include city wide trash and recyclables removal for all residents, buildings, and Ansonia Public Schools.

They provide professional, courteous and prompt services, which has resulted in a visible improvement in town on scheduled trash/recycle days.

If you have any questions, feel free to contact me at 203-343-3879.

Sincerely,

Michael D' Alessio
Superintendent
Ansonia Public Works

PRO//klean
CLEANING & RESTORATION SERVICES, INC.
"Making Your Home, Home Again for Over 20 Years"

To whom this may concern,

It gives me great pleasure in referring probably my most reliable and accountable vendor of Pro-Klean.


Dealing with Country Disposals has been nothing short of amazing. Often in our type of business (emergency services), time is of the essence. The service that is provided to Pro-Klean by Country Disposals has always been prompt and seamless.

As you may have experienced poor service in the past with disposal companies, it seems to be common practice. Fortunately it is not the norm with Country Disposals. From the initial phone call to their office to the drivers you will certainly be pleased, as I have been for the past year with Country.

I have recommended Country Disposals to countless business associates/owners, friends and family. I guarantee you will as well.

I would gladly accept any questions regarding Country Disposals and the service provided to Pro-Klean. I can be easily reached at 203-752-9558 or email me at joe.riga@pro-klean.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph Riga', with a large, stylized loop and a long horizontal stroke extending to the right.

Joseph Riga
Operations Manager
Pro-Klean Cleaning and Restoration Services, Inc.



ONESOURCE

MAINTENANCE • CONSTRUCTION • REAL ESTATE

RE: Letter of Recommendation for
Michael Couden
Country Disposal Services LLC
30 Leonardo Drive Unit 1
P.O. Box 2009
North Haven, CT 06473

To whom it may concern,

I am writing to recommend the services of Country Disposal Services LLC on behalf of ONE SOURCE Companies. We are a commercial facility maintenance company based in Wallingford, CT serving multi-site clients throughout CT and the entire Northeast.

Country Disposal Services LLC has been a preferred vendor of ours for refuse and recycling services for the last 4 years. They currently service multiple sites for several of our clients and continuously provide superior service and reasonable pricing – we are pleased to work with Michael and the rest of the Country Disposal staff.

If you have any additional questions about Michael Couden or Country Disposal Services LLC, please feel free to contact me.

Regards,

Nicholas Lombardi
President
ONE SOURCE Companies
101 North Plains Industrial Road, Building 1B, Suite 3
Wallingford, CT 06492
Office: 203-741-8770
Email: nlombardi@onesourcecompanies.com

Business Inquiry

Business Details

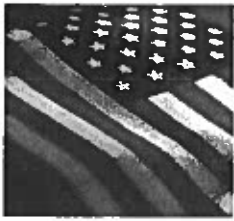
Business Name:	COUNTRY DISPOSAL SERVICES LLC	Citizenship/State Inc:	Domestic/CT
Business ID:	0874203	Last Report Filed Year:	2020
Business Address:	530 SOUTH CHERRY ST, WALLINGFORD, CT, 06492, USA	Business Type:	Domestic Limited Liability Company
Mailing Address:	P.O. BOX 912, WALLINGFORD, CT, 06492, USA	Business Status:	Active
Date Inc/Registration:	Oct 10, 2006		
Annual Report Due Date:	03/31/2021		
NAICS Code:	Administrative and Support and Waste Management and Remediation Services (56)	NAICS Sub Code:	Solid Waste Collection (562111)

Principals Details

Name/Title	Business Address	Residence Address
MICHAEL A. COUDEN MEMBER	530 SOUTH CHERRY STREET, WALLINGFORD, CT, 06492, USA	260 MOSS FARM ROAD, CHESHIRE, CT, 06410, USA

Agent Summary

Agent Name	MICHAEL COUDEN
Agent Business Address	530 SOUTH CHERRY STREET, WALLINGFORD, CT, 06492, USA
Agent Residence Address	250 MOSS FARMS ROAD, CHESHIRE, CT, 06401, USA
Agent Mailing Address	P.O. BOX 912, WALLINGFORD, CT, 06492, USA



Country Disposal Services, LLC

MICHAEL COUDEN

260 Moss Farm Road, Cheshire, CT 06410

Owner

EMPLOYMENT

Country Disposal Services, LLC	2006-Present
Country Enterprises, LLC	2006-2018
Country Septic Service, LLC	2008-2019
Advance Tech Sewer & Drain Cleaning, LLC	2008-2019
P.O. Box 2009, North Haven, CT 06473	

Owner/operator of affiliated waste services businesses.

Earth Technology II, LLC	2001 – 2008
P.O. Box 338, North Haven, CT 06473	

Project supervisor responsible for emergency spill response services, waste transportation coordinator, business development and customer relations.

Northeast Waste Systems	1999-2001
Wallingford, CT	

USA Town & Country Hauling	1997-1998
Waterbury, CT	

Prospect Refuse	1997
Cheshire, CT	

Waste Management of Connecticut	1990-1996
Cheshire, CT 06410	

TRAINING/QUALIFICATIONS

Hazardous Waste Operations (OSHA 29 CFR 1910.120 (q)(6)(iii))
Hazardous Materials Technician [OSHA 29 CFR 1910.120 (q)]
Hazardous Materials & Site Investigation (OSHA 29 CFR 1910.120 (e))
Incident Command System (OSHA 29 CFR 1910.120)
Confined Space Rescue (OSHA 29 CFR 1910.146)
Asbestos Contractor Supervisor
Mold Remediation Supervisor
Respiratory Protection Annual Training (OSHA 29 CFR 1910.134)
Hazardous Materials Transportation Training HM 126F/215B (49 CFR 172.702/49 CFR 172.704)
Reasonable Suspicion of Drug and Alcohol Training for Supervisors
Weapons of Mass Destruction: Hazardous Materials Technician Awareness Training
State of CT DEEP License to Operate CT Transfer/ Volume Reduction Facility,
Cert#7014 expires 08-31-2023.

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Country Disposal Services, LLC

530 South Cherry Street

Wallingford, CT 06492

SURETY (Name, legal status and principal place of business):

Lexon Insurance Company

600 Campus Drive, 4th Floor

Florham Park, NJ 07932

OWNER (Name, legal status and address):

City of Bridgeport

999 Broad Street

Bridgeport, CT 06473

Bond Amount: Ten percent of the amount bid (10% of the amount bid)

PROJECT : (Name, location or address, and Project number, if any):

RFP BEX028202

District Refuse / Recycling Removal

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of March, 2020

Quallen Bakern
(Witness)

(Seal)

Matthew L. Gerschlager
(Witness)

(Seal)

Country Disposal Services, LLC

(Principal)

(Seal)

(Title)

Lexon Insurance Company

(Surety)

Abigail E. Curtiss, Attorney-in-Fact
(Title)



SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

10512

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexion Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Abigail E. Curtiss, Lindsay S. Norman, John O. Forlivo, Samantha Thompson, Kimberly Hillman, Cynthia Garrison, Jamie L. Grant as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexion Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of March, 2020

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexionClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

DRAFT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ____ day of _____, 2020 (the "**Agreement**") is hereby entered into between **Country Disposal Services, LLC**, a limited liability company operating under the laws of the State of Connecticut, with offices at 150 Powered Metal Drive, North Haven, Connecticut (the "**Contractor**") and the **Bridgeport Board of Education**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**BOE**") on the following terms and conditions:

WHEREAS the BOE requires the services of the Contractor for the purpose of providing municipal solid waste and recycling services to its designated facilities and, accordingly, advertised a Request For Proposals (RFP BEX 028202) having a Due Date of March 5, 2020, a copy of which is attached as **Exhibit A** and incorporated by reference herein (the "**RFP**");

WHEREAS the Contractor submitted its proposal dated _____, a copy of which is attached as **Exhibit B** and incorporated by reference herein (the "**Proposal**"); and

WHEREAS the BOE and the Contractor hereby agree to enter into this agreement for the performance of the Services in accordance with the terms and conditions of this agreement (the "**Agreement**");

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

The above recitals and incorporated into the body of this Agreement with full legal force and effect.

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Contractor to provide collection services for solid waste and recyclable materials, as defined in Sect. 22a-241 Connecticut General Statutes, for the locations identified in the RFP (the "**Locations**") in conformance with a work plan developed mutually by the parties (the "**Work Plan**"), a copy of which is attached hereto as **Exhibit C** and incorporated by reference herein (the "**Services**"). Such Services shall include the Contractor's obligation to provide dedicated vehicles, dedicated employees, a full-time supervisor and other elements of service as more particularly set forth in the RFP.

(a) Special Collection. The Contractor shall make adequate provisions in its Work Plan to provide special collection when the solid waste or recyclables have not been collected during a regularly-scheduled trip due to holidays, severe weather, emergencies, missed location due to error, an unsafe condition or as a result of force majeure events, after notification to the contact person who is **Tony Pires** at the inception of this Agreement or his designee (the “**Contact**”).

(b) Collection Equipment. The Contractor shall utilize metal, water-tight, completely enclosed Packer and/or container units, garbage/refuse vehicles that are designed and manufactured for the collection of solid waste and recyclable materials. The number and types of vehicles furnished shall be sufficient for the collection of solid waste and recyclables at the Locations, and shall be marked with “Country Disposal Services, LLC” and/or other similar markings as agreed by the parties. All vehicles shall be kept in clean and sanitary condition and all containers shall be labeled with the name, address and telephone number of the Contractor.

2. Term of Engagement. This Agreement shall commence within five (5) business days after receipt of a notice to proceed or on such other date set forth in such notice (the “**Notice to Proceed**”) and shall continue in full force and effect for an initial term of three (3) years or until June 30, 2023, until the Services are completed according to this Agreement, or until the earlier termination of this Agreement as provided herein, whichever occurs first (“**Initial Term**”). The BOE reserves the right to extend the Initial Term for additional one-year periods (each, an “**Extended Term**”) by giving written notice to the Contractor within thirty (30) days prior to the expiration of the Initial Term Termination or any Extended Term. Earlier termination of the Agreement shall have no effect on the BOE’s obligation to pay for Services rendered through such earlier termination for Services that have been completed in accordance with the terms of this Agreement and which have been accepted in due course by the BOE.

3. Record of Activities; Retention of Records. The Contractor shall provide the BOE with the tonnage of solid waste collected, the recycling collected, and the location of disposal. The Contractor shall provide the BOE with the information required for reporting to the Connecticut Department of Energy and Environmental Protection (“**DEEP**”). The Contractor shall, if requested, maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the , which records shall be submitted to the BOE at requested intervals during the Initial Term or any Extended Term. Unless otherwise stated, the Work Plan and all work schedules shall be considered a material part of this Agreement. Financial records, supporting documents and all other records pertinent to the performance of the Services shall be retained for a period of seven (7) years except that, if any litigation,

claim or audit is started before the expiration of the 7-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The 7-year retention period starts from the date of the submission of the Contractor's final invoice during the Initial Term or any Extended Term and shall include retention of all such records from the inception of the Agreement.

4. Price; CPI Increases; Payment.

(a) Price. The Contractor shall perform the Services on the following basis: A lump sum fee for the first year of the Initial Term, a year for purposes of this Agreement being a period from July 1 of one year to June 30 of the subsequent year (each, a "**Year**"), in the amount of Three Hundred Twenty-One Thousand Seventy-Three and 80/100 (\$321,073.80) Dollars, with the lump sum fee for the second and third years of the Initial Term and the lump sum fee for any additional Extended Term being increased annually by the Consumer Price Index ("**CPI**") applicable at the beginning of each Year (collectively, the "**Fee**"). For purposes of this Agreement, the CPI shall mean consumer prices of All Urban Consumers in effect for the 12 months ending January 2020, which increase is included in the Fee for the first Year of the Initial Term ("**Base CPI**") and the difference, either increase or decrease, above the Base CPI in effect in each successive year of the Initial Term and any Extended Term.

(b) Payment. The Contractor will submit its invoices with all backup documentation, records, activities conducted, and the like reasonably requested by the BOE, to the BOE on a monthly basis for the prior month's Services rendered, in monthly amounts not to exceed the sum of Twenty-Six Thousand Seven Hundred Fifty-Six and 15/100 (\$26,756.15) Dollars (1/12th of the Fee), which invoices the BOE shall pay within forty-five (45) days of receipt of a complete invoice.

5. Acceptability of Information and Reports Supplied by the Contractor. Any and all information and reports, whether supplied orally or in writing by the Contractor, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the BOE.

6. Proprietary Rights. It is not anticipated that the Contractor will develop or deliver to the BOE anything other than Services and certain written reports or recommendations. Nevertheless, the BOE shall own all right, title and interest in such the Contractor's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Contractor expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the BOE and, alternatively, the Contractor hereby irrevocably assigns to the BOE all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its

work under this Agreement. The Contractor shall, at any time upon request, execute any documentation required by the BOE to vest exclusive ownership of such work in the BOE (or its designee). The Contractor retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-circumvention. [INTENTIONALLY OMITTED]

9. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

10. Representations and Warranties.

The Contractor represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

- (a) The Contractor represents that it has the full right, power and legal capacity to enter into this Agreement, the execution and delivery of this Agreement has been duly-authorized by the Contractor's governing body, and no further consents or approvals of any person or entity are necessary in connection with the execution of this Agreement by the Contractor.
- (b) The Contractor represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel to perform the Services required.
- (c) The Contractor represents that it can commence the Services promptly within five (5) days of the receipt of a Notice to Proceed and will complete the Services in a timely manner on a schedule to be approved by the BOE.
- (d) The Contractor represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.
- (e) The Contractor's performance of the Services described herein, and its representation of the BOE, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Contractor.
- (f) The Contractor will not subcontract any of the work to third parties without prior written notice to the BOE and receipt of the BOE's prior written consent.
- (g) The Contractor represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Contractor, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.
- (h) The Contractor represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

- (i) The Contractor represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.
- (j) The Contractor represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Contractor shall (i) defend through litigation or obtain through negotiation the right of the BOE to continue using the Services of the Contractor; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the BOE determines that none of the foregoing alternatives provide an adequate remedy, the BOE may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Contractor hereunder.
- (k) The Contractor represents that it shall take care in the loading and transportation of the solid waste and recyclables so that none of the materials to be collected, nor its receptacles are maliciously left on the street, alleys, walkways or on private or public property. Any waste left on such areas shall be immediately cleaned up. The Contractor shall require all of its employees to be courteous at all times and not to use loud or profane language and to conduct their work as professionally as possible. The Contractor's employees shall replace solid waste and recycling receptacles in the location on the curb or at another location specified in the Work Plan. The Contractor's employees shall wear clean uniforms or clothing. While pick-up is in process, it shall be the Contractor's responsibility to safely control pedestrian and vehicular traffic flow and maintain the safety of the site.
- (l) The Contractor represents and warrants that it will place a contact phone number on its vehicles. The Contractor shall provide the BOE with a contact phone number to which all comments and complaints received by the BOE shall be forwarded for the Contractor's response. The BOE Contact shall be the contact for the BOE in matters of complaints.

11. Remedies & Liabilities.

- (a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the BOE shall have the full

benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE BOE SHALL NOT BE LIABLE TO THE CONTRACTOR FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONTRACTOR OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

12. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the BOE:

Superintendent,
Bridgeport Board of Education
City Hall
45 Lyon Terrace
Bridgeport, Connecticut 06604

with a copy to:

City Attorney
Office of the City Attorney
Margaret E. Morton Government Center
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

If to the Contractor:

At the address specified above.

with a copy to:

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

(b) The Contractor may not terminate for convenience. The BOE may terminate for convenience upon giving written notice of termination.

14. Resolution of Disputes and Choice of Law.

The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved in a court of competent jurisdiction over the parties located in Fairfield County, Connecticut.

15. Independent Contractor Status. The Contractor and its approved subcontractors are independent contractors in relation to the BOE with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Contractor shall remain responsible, and shall indemnify and hold harmless the BOE, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Contractor, its subcontractors and their respective

employees. THE CONTRACTOR REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE BOE'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONTRACTOR AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Indemnification; Insurance.

(a) Indemnification. The Contractor agrees to defend, indemnify and hold harmless the BOE, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Contractor, including direct damage to the BOE's property, and costs of every kind and description arising from work or activities under this Agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Contractor shall not be responsible or obligated for claims arising out of the sole proximate cause of the BOE, its elected officials, officers, department heads, employees or agents.

B. Insurance requirements: (1) The following insurance coverage is required of the Contractor and it is understood that the Contractor will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the BOE is named **as additional insured by policy endorsement** with notice of cancellation by policy endorsement as required for insurance coverages required of the Contractor. The Contractor shall procure, present to the BOE, and maintain in effect for the Term and for one (1) year thereafter without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the BOE.

Errors and Omissions Insurance (claims made form) with minimum limits of \$1,000,000 or as otherwise required by the BOE.

Commercial General Liability (occurrence form) coverage insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$5,000,000 per occurrence combined primary and excess coverage and \$300,000 property damage.

Business Automobile Liability coverage insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$5,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

In the event that the Contractor secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the BOE shall be named as **an additional insured by policy endorsement**.

(b) General requirements. All policies shall include the following provisions:

Cancellation notice—The BOE shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the BOE at: Superintendent, Bridgeport Board of Education, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance delivered to the BOE and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the BOE prior to any work or other activity commencing under this agreement.

Additional insured—The Contractor and its permitted subcontractors, if any, will arrange with their respective insurance agents or brokers to name the BOE, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties and as loss payee with respect to any damage to property of the BOE, as its interest may appear. The undersigned shall submit to the BOE upon commencement of this Agreement and periodically thereafter, but in no event less than once during each Year of this Agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the BOE. Such certificates shall designate the BOE in the following form and manner:

"The BOE of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns
ATIMA
Attention: Superintendent
Bridgeport Board of Education
City Hall
45 Lyon Terrace
Bridgeport, Connecticut 06604"

18. Non-discrimination. The Contractor agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination,

until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications shall be made orally or in writing to the BOE Contact or his/her respective designee. Any written report requested from the Contractor shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Contractor without the BOE's prior written consent and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible,

impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(e) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(j) Property Access. The parties understand that it is the BOE's obligation to obtain or provide legal access to BOE property where the Contractor's Services are to be performed. The Contractor shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the BOE in writing.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

**BRIDGEPORT BOARD OF
EDUCATION**

By:_____

Name:

Title:

CONTRACTOR

By:_____

Name:

Title:

duly-authorized

Copy of RFP

Copy of Proposal

Exhibit C

Work Plan



City of Bridgeport, Connecticut

THOMAS E. CARROLL NUTRITION CENTER
BOARD OF EDUCATION—FOOD AND NUTRITION SERVICES

113 Federal Street, Bridgeport, Connecticut 06606-5225 ♦ Telephone 203 275-1200 & 203 275-1201
Fax: Office 203 337-0165 & 203 337-0096 ♦ Shipping 203 337-0164 ♦ Kitchen Office 203 337-0147

John M. Gerrity — Director
Nichola Hall, MBA — Assistant Director

E-mail: Nutrition@bridgeportedu.net

MEMO TO: Board of Education

FROM: John Gerrity, Director of Food & Nutrition Services

DATE: April 13, 2020

SUBJECT: Request for Authorization to Issue Request for Proposal for Point of Sale, Inventory & Production Software for BPS Food & Nutrition Center

BPS Food and Nutrition Services is requesting BOE approval to solicit proposals for Food & Nutrition Services point of sale, inventory and production software. To stay within Federal and State regulatory compliance, as well as to ensure proper support, Food & Nutrition Services requires a new point of sale, inventory and production software suite. The ideal software package will include point of sale software, inventory control software, production records, ordering, nutrient analysis, menu planning, maintaining staff schedules and timesheets as well as support for all software modules.

The objective is to find a software company that will successfully incorporate all steps of the process from food ordering, production, nutrient analysis, student management, inventory, menu planning, maintaining staff schedules and timesheets, point of sale and claims and accountability. As such, authorization is sought to solicit proposals to provide the above under a one-year contract renewable up to three years.



City of Bridgeport, Connecticut

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BOARD OF EDUCATION—FOOD AND NUTRITION SERVICES

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John M. Gerrity — Director
Nichola Hall, MBA — Assistant Director

E-mail: Nutrition@bridgeportedu.net

MEMO TO: Board of Education

FROM: John Gerrity, Director of Food & Nutrition Services

DATE: April 13, 2020

SUBJECT: Request for Authorization to Issue Solicitation of Bids for Commodity Food Items for the 2020-2021 School Year

The BPS Food and Nutrition Services is requesting authorization from the Board of Education to solicit bids for USDA commodity-based food item processing.

The USDA food categories we currently utilize are: eggs, cheese, chicken, beef, turkey, fruit, vegetables and pollock. Once these raw commodities are purchased from the USDA, they are diverted to an approved, authorized processor to convert the raw product into the finished products we use in our meal programs. For example, USDA beef is converted to fully-cooked beef patties and meatballs, etc., whole chickens are processed into fully cooked chicken patties, nuggets, tenders etc.

Processors compete on finished product quality, nutritionals, taste testing results, delivery requirements as well as price. Bid pricing will extend from August 1, 2020 to July 31, 2021. As such, authorization is sought to solicit bids for commodity food items for the 2020-2021 School Year.

BRIDGEPORT BOARD OF EDUCATION COMMITTEES

2020

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Revised 04/14/2020