

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Trifecta Ecosystems, Inc. (Farm2X) **AMENDMENT #:** _____

GRANT # if applicable: SIG 2531-6393-56694-0066 **AGREEMENT #:** 96393161

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Improvement Grant (SIG) **DATE:** 2022-2023

FUNDING SOURCE FOR AGREEMENT: SIG 2531-6393-56694-0066

ACCT # FOR AGREEMENT: 2531-6393-56694-0066

ORIGINAL AMOUNT OF AGREEMENT: \$117,891.90

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$117,891.90

X **ACTUAL** OR _____ **ESTIMATE**

AMOUNT OF THIS AMENDMENT: \$117,891.90 *same cost; change in payment structure*


_____ **INCREASE** OR _____ **DECREASE**

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$117,891.90

FUNDING SOURCE & ACCT # FOR AMENDMENT: SIG 2531-6393-56694-0066

DESCRIPTION AND NEED FOR AMENDMENT: In order to complete this work, contractor needs a 50% deposit to start project, 25% when Hydroponic systems are installed, and 25% after aquaponics system is installed. All invoices will include a detailed description of work performed and date of service.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE: _____  _____
(Name) 17 February 2023
(Date)

Trifecta Ecosystems CEO
(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

AGREEMENT# 96393161



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Trifecta Ecosystems, Inc.

Doing Business As, if applicable: Farm2X

Business Address: 225 Oak St., New Britain, CT 06051

Business Phone: 860-740-2104

Business email: eric@trifectaecosystems.com

Funding Source & Acct # including location code: 2531-6393-56694-0066

Principal or Supervisor: Cari Strand

Agreement Effective Dates: From 12/13/2022. To 06/30/2023.

Hourly rate or per session rate or per day rate.

Total amount: \$117,891.90

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

Trifecta Ecosystems will install a raised bed garden learning center, an aquaponics system with yearly maintenance package, an AmHydro Classroom Kit (hydroponic systems with 18 months of supplies), and twice monthly Farm2X Garden Management services. They will also provide curriculum support for use in classes at HSC.

Submitted by: Cari Strand Phone: 475-220-6200

AGREEMENT# 96393161



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Trifecta Ecosystems

FOR DEPARTMENT/PROGRAM:

High School in the Community

This Agreement entered into on the 12 day of December, 2022, effective *(no sooner than the day after Board of Education Approval)*, the 13 day of December, 2022, by and between the New Haven Board of Education (herein referred to as the "Board" and, Trifecta Ecosystems, Inc. located at, 225 Oak St., New Britain, CT 06051 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$ 117,891.90 total for the systems and services described in the scope of services and attached estimate.

The maximum amount the contractor shall be paid under this agreement: one-hundred and seventeen thousand and eight-hundred and ninety-one dollars and ninety cents (\$ 117,891.90). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by School Improvement Grant (SIG) Program of the New Haven Board of Education, **Account Number:** 2531 -6393-56694 **Location Code:** 0066.

This agreement shall remain in effect from 13 December 2022 to June 30, 2023

SCOPE OF SERVICE: *Please provide brief summary of service to be provided.*

Trifecta Ecosystems will install a raised bed garden learning center, an aquaponics system with yearly maintenance package, an AmHydro Classroom Kit (hydroponic systems with 18 months of supplies), and twice monthly Farm2X Garden Management services. They will also provide curriculum support for use in classes at HSC.

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.



Contractor Signature

11/22/2022

Date

Eric Francis , CEO
Contractor Printed Name & Title



President
New Haven Board of Education

12/12/2022

Date



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "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.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties 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 the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
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. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

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. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract 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. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
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.

Revised: 10/2/18

Trifecta Ecosystems, Inc.

accounting@trifectaecosystems.com
http://www.trifectaecosystems.com



TRIFECTA ECOSYSTEMS

Estimate

ADDRESS

Cari Strand
High School In the Community
175 Water Street
New Haven, CT 065111

SHIP TO

Cari Strand
High School In the
Community
175 Water Street
New Haven, CT 065111

ESTIMATE # 1031

DATE 08/30/2022

EXPIRATION DATE 10/31/2022

ACTIVITY	QTY	RATE	AMOUNT
Outdoor raised bed garden learning center -Custom raised bed garden constructed in mini-creta wall block (Color TBD) Approx. size will be 1100 sqft and will be located along the front and side of of the building. -Soil, compost, and fertilizer included. -Vegetable transplants for Spring, Summer, & Fall of 2023. -Irrigation -Trellis and Cages for raised beds -Hand-tools for gardening and harvesting -3 season planting schedule and lesson plans for each grade level	1	60,000.00	60,000.00
Aquaponic Systems:Farm2X- Aquaponic System & Yearly Maintenance Package Custom aquaponic system for classroom. A custom aquaponic system with two methods of hydroponic growing What is included: 1-210 gallon fish tank 1-Solids filter 2- Media beds 1- Deep water culture bed 1- Water pump	1	21,500.00	21,500.00

ACTIVITY	QTY	RATE	AMOUNT
<p>1- Aerator w/ airstones</p> <p>1- custom structure for Fish Tank</p> <p>1- custom structure for Hydroponic beds</p> <p>1- Set of starter plants and fish</p> <p>1-Set of Rockwool and net pots NFT and DWC mediums.</p> <p>1-Water testing kit for Ammonia, Nitrite, & Nitrate</p> <p>1- NGSS high school curriculum centered around aquaponics</p> <p>3- LED lights for hydroponic beds</p> <p>All necessary plumbing and fittings for hydroponic mediums.</p> <p>Backup mechanicals and 18 month supply of system consumables.</p> <p>Two 60 minute workshops with teachers on operations & daily/weekly/monthly tasks for the system.</p>			
<p>AmHydro Classroom Kit</p> <p>Two AmHydro NFT Hydroponic Units with 18 months worth of consumables, nutrients, and seeds.</p>	1	10,591.90	10,591.90
<p>System #1- NFT 96 classroom kit (Nutrient Film Technique)</p> <p>System #2- 10 Dutch Bucket Vine crop system</p> <p>Each system comes with LED lights and lighting racks.</p> <p>All shipping is included.</p>			
<p>Service:Farm2X Garden Management services</p> <p>Farm2X garden management services comprise of routine visits by Farm2X professionals to provide the following activities:</p> <ul style="list-style-type: none"> -- Check gardens to growing deficiencies -- Add nutrients as needed to each of the gardens -- Check gardens for any mechanical issues (ie hydroponic, aquaponic, irritation, or LED Lighting). Troubleshoot any issues. -- Replenish any garden consumables (nutrients, fish /plant feed, growing supplies) <p>At this school we will be maintaining the following Gardens:</p> <ul style="list-style-type: none"> -- Aquaponic -- Hydroponic -- Raised Beds <p>Twice monthly maintenance and upkeep visits</p>	12	2,150.00	25,800.00

ACTIVITY	QTY	RATE	AMOUNT
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by Farm2X during the school year.

During the Summer months, visits will be conducted twice weekly.

During these visits, Farm2X will check all components of raised bed/aquaponic/hydroponic systems, fix any issues, transplant seedlings, clean fish tank / solids filters.

During these scheduled visit, teachers can have students come down and work with Trifecta on the system.

Aquaponic/Hydroponic system maintenance and up keep

Twice monthly maintenance and upkeep visits by Trifecta.

During these visits, Trifecta will check all components of aquaponic/hydroponic systems, fix any issues, transplant seedlings, clean fish tank / solids filters.

During these scheduled visit, teachers can have students come down and work with Trifecta on the system.

SUBTOTAL	117,891.90
TAX	0.00
TOTAL	\$117,891.90

Accepted By

Accepted Date



**MEMORANDUM
BUREAU OF PURCHASES
CITY OF NEW HAVEN**



Michael V. Fumiatti, Purchasing Agent
200 Orange Street, New Haven,
Connecticut 06510
Telephone (203) 946-8201
Facsimile (203) 946-8206

SLSRC # 29283x

DATE: March 15, 2021

TO: Phillip Penn
CFO BoE

FM: Michael V. Fumiatti,
Purchasing Agent

RE: Sole Source – Trifecta Ecosystems Urban Farming integration

I have received your sole source request for the above referenced vendor and purpose. This is the only known entity to provided this proven service of various ecological farming methods.

Therefore, pursuant to Section 74(d)(i) of the City Charter, I hereby designate the above referenced vendor as the "Sole Source" vendor for the above referenced purpose. Please prepare the appropriate procurement documents and include this Sole Source letter with your request.

While all else remains the same, this sole source does not expire.

Please note any non-competitively bid contract which is \$100,000.00 or greater may require Board of Alderman approval.

Any questions, please feel free to contact me @ x8201.

cc: Carl Carangelo - BOE
Arami Martinez - Accounts Payable
A/P Staff
File



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Cari Strand
Date: 12 December 2022
Re: SIG-Funded Agreement with Trifecta Ecosystems, Farm2X Services

Please answer all questions and attach any required documentation as indicated below. Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. **Contractor Name:** Trifecta Ecosystems, Inc
2. **Description of Service:** Trifecta Ecosystems will install a raised bed garden learning center, an aquaponics system with yearly maintenance package, an AmHydro Classroom Kit (hydroponic systems with 18 months of supplies), and twice monthly Farm2X Garden Management services. They will also provide curriculum support for use in classes at HSC.
3. **Amount of Agreement and hourly or session cost:** \$117,891.90 total for equipment, installation, and related services outlined in estimate attached.
4. **Funding Source and account number:** SIG, 2531-6393-56694-0066
5. **Approximate number of staff served through this program or service:** 8 to 10
6. **Approximate number of students served through this program or service:** 282
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? No
 - b. What would an alternative contractor cost: N/A, Sole Source
 - c. If this is a continuation, when was the last time alternative quotes were requested? N/A
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
No, teachers are not qualified
8. **Type of Service:**
Answer all questions:
 - a. Professional Development? Teachers will received curricular materials and support from Trifecta Ecosystems
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? No, we are not qualified

- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No, New Britain
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? New service
- f. If it is a renewal/continuation has cost increased? If yes, by how much? N/A
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: This agreement will support our existing programming in all science classes including Phy-Chem, Biology, Chemistry, and AP Environmental Studies, as well as Health (nutrition), English 2 (Social Justice Symposium), and Current Events: Focus on Environment. Further, it will be a resource for our WILD (Wilderness Inspired Leadership Development) program and our Environmental Stewardship Production Company (student-led class).

10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company:
 - i. www.trifectaecosystems.com
 - ii. Farm2X (Trifecta Ecosystems) has been working with schools in Connecticut and New England since 2012 centered on aquaponics, hydroponics, and urban farming. Farm2X was chosen for their first NHPS project by former principal Bob McCain as he worked with them when he was at CREC school district. HSC will be the first New Haven high school to work with Trifecta. Trifecta Ecosystems was given a Sole Source Designation due to their expertise in planning, implementing, and maintaining school wide farm aquaponic, hydroponic, and raised bed gardens.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Sole source
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? N/A
- d. Who were the members of the selection committee that scored bid applications? N/A
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. Attached

11. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What **specific need** will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? Trifecta Ecosystems provides meaningful and authentic learning experiences. As HSC is a Project-Based Learning school, it is a particularly good fit for our existing programming

and will allow us to create rigorous learning experiences that also address students' social emotional needs by building connections with nature and nutritional needs through the garden harvests. We will measure success by surveying teachers and students, monitoring use, and evaluating harvests. We will also look at attendance and graduation rate data.

- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. N/A
- c. How is this service aligned to the District Continuous Improvement Plan? Goal 3: Development of the Whole Child: meaningful and authentic learning experiences have been proven to improve attendance; connecting with nature is a social emotional learning strategy. Goal 4: Preparation for College, Career, and Life: working with the ecosystems provides students with experiences and skills development aligned with careers in agriculture and related fields, as well as hands-on learning aligned with our current curriculum and the potential for new and engaging units.

12. Why do you believe this Agreement is fiscally sound? The price is reasonable for all that Trifecta brings to this work: the physical systems, as well as expertise, curriculum, and on-going support.

13. What are the implications of not approving this Agreement? Fewer opportunities for hands-on, cross-curricular/interdisciplinary learning experiences. Fewer opportunities for students to study environmental justice, nutrition, gardening/farming, life cycles, chemical reactions, and more.