



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 Street, New Britain, CT 06051

Business Phone: 860-740-2104

Business email: Eric@trifectaecosystems.com

Funding Source & Acct # including location code: ARP ESSER III C/O acct. #

2553 - 6399- 56694 - 0002 Principal or Supervisor: Stephanie Skiba

Agreement Effective Dates: From 10/13/2022. To 6/30/2023

Hourly rate or per session rate or per day rate. Varies

Total amount: \$48,000

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

Farm2X staff will provide ongoing year round maintenance, support, and upkeep services for B.E.S.T's farm to school assets. Farm2X will provide these services for B.E.S.T's aquaponic system, two hydroponic systems, and approximately 1800 sqft of raised beds in the courtyard area. Farm2X will also provide professional development, curriculum support and development, and community engagement development through summer activities. These services are an extension of the original project of installing the aquaponic, hydroponic, and raised beds at Barnard that Farm2X completed during the 2021-2022 school year.

Submitted by: Stephanie Skiba Phone: 860-961-4325



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Stephanie Skiba
Date: 9/12/2022
Re: 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:** *Farm2X staff will provide ongoing year round maintenance, support, and upkeep services for B.E.S.T's farm to school assets. Farm2X will provide these services for B.E.S.T's aquaponic system, two hydroponic systems, and approximately 1800 sqft of raised beds in the courtyard area. Farm2X will also provide professional development, curriculum support and development, and community engagement development through summer activities. Farm2X will provide onsite teacher support, either 1 day or two half days each week, which will lead to teachers and students utilizing the farm to school assets more regularly throughout the year. Farm2X educational support services will allow teachers to integrate farm to school activities into their day to day curriculum as well as conducting in school field trips to utilize the farm to school assets. These services are an extension of the original project of installing the aquaponic, hydroponic, and raised beds at Barnard that Farm2X completed during the 2021-2022 school year.*
3. **Amount** of Agreement and hourly or session cost: \$19,800 for one year of services.
4. **Funding Source** and account number:
5. Approximate number of staff served through this program or service: **40**
6. Approximate number of students served through this program or service: **550**
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: **Trifecta Ecosystems is a sole source provider.**

- c. If this is a continuation, when was the last time alternative quotes were requested?
Maintenance, support, and upkeep was packaged into the original project during the 2021-2022 school year.
- d. For new or continuation: is this a service existing staff could provide. If no, why not?
Existing staff do not have the knowledge, time, or expertise to properly maintain and service the systems that were installed in 2021-2022. Farm2X provides these services so that teachers can focus on integrating the farming tools back into the classroom. Farm2X will also be providing an educator and curriculum developer for 1 day a week to co-create new curriculum and activities with B.E.S.T teachers to ensure integration of B.E.S.T's farm to school assets.

8. Type of Service:

Answer all questions:

- a. Professional Development?
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? **No**
- 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? **Yes, New Britain, CT**
- 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? **Renewal**
- f. If it is a renewal/continuation has cost increased? If yes, by how much? **The cost of the these services were included in the original project to construct the Aquaponics, Hydroponic, and Raised Bed Gardens. These services are the ongoing operational costs of those systems programming. The curriculum development and professional development are an additional service B.E.S.T is adding to the project to ensure more wide adoption and integration of the farm to school assets**
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:
 - i. **The original project to create both indoor and outdoor gardening space enabled B.E.S.T to use underutilized spaces within the school. Each of these spaces now enabled teachers to use the gardens as a tool to engage their students in their learning objectives. The curriculum and professional development services will ensure teachers and students use and interact with the farm to school assets on a more frequent basis. In addition, Farm2X will be working with the administration to create a summer programming schedule that connects to the community.**

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 the original project by former principal Bob McCain as he worked with them when he was at CREC school district. 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?
 - i. **Sole Source Designation**
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
- d. Who were the members of the selection committee that scored bid applications?
- 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?
 - i. **In 2021-2022, Trifecta built gardening assets which are the foundation for a multi year farm to school initiative at B.E.S.T. Their services will enable teachers to utilize those assets without having to dedicate substantial time during their day to operations. Trifectas services are year round and provide oversight during the summer months. Farm2X educational services will enable teachers to co-create new curriculum units and activities to increase the the amount of time teachers and students utilize the farm to school assets.**
 - ii. **Trifecta's performance will be measured by teacher and student involvement and output of garden harvests.**
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
 - i. **This will be the first year of their performance evaluation as the original project was measured by the completion of the installation.**
- c. How is this service aligned to the District Continuous Improvement Plan? **Yes**

12. Why do you believe this Agreement is fiscally sound? **Yes**

13. What are the implications of not approving this Agreement? **Our teachers will need to take on additional responsibilities for gardens that they do not have expertise in. Additionally, during the summer months, either administration, teachers, or custodians will need to provide oversight and operational support to the gardens. Without the curriculum and professional development support, teachers will not be able to create new curriculum units and activities to engage their students throughout the year. In addition, connections to the community through summer programming will not be created as that is outside the scope of our teachers and staff's expertise.**



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Trifecta Ecosystems, Inc

FOR DEPARTMENT/PROGRAM:

Barnard Environmental Science and Technology School

This Agreement entered into on the 10th day of October 2022, effective (no sooner than the day after Board of Education Approval), the 1st day of October 11, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Trifecta Ecosystems, Inc located at, 225 Oak Street, 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 \$ 48,000 per 2022-2023 school year, for a total of 1 year of services.. These services include ongoing maintenance services, a Farm2X educator / curriculum developer on site 1 day per week, as well as remote curriculum development support.

The maximum amount the contractor shall be paid under this agreement: Nineteen thousand eight hundred dollars (\$48,000). 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 ARP ESSER III C/O **Program** of the New Haven Board of Education, **Account Number:** 2553 -6399 - 56694 **Location Code:** 0002.

This agreement shall remain in effect from October 12, 2022 to June 30,2023.

SCOPE OF SERVICE: *In the space below, please provide a brief summary of service.*

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 Privacy - attached*

Exhibit C: Contractor's Declaration Attesting to Compliance with Executive Order No. 13G – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location.

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contractors **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

President
New Haven Board of Education

9/20/2022

Date

Date

Eric Francis, CEO

Contractor Printed Name & Title

Revised: 9-27-21



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.

Trifecta Ecosystems, Inc.

accounting@trifectaecosystems.com

http://www.trifectaecosystems.com



TRIFECTA ECOSYSTEMS

Estimate

ADDRESS

Stephanie Skiba
Barnard Environmental
Science Magnet School
170 Derby Avenue
New Haven, CT 06511 USA

SHIP TO

Stephanie Skiba
Barnard Environmental
Science Magnet School
170 Derby Avenue
New Haven, CT 06511 USA

ESTIMATE # 1030

DATE 09/19/2022

EXPIRATION DATE 10/31/2022

ACTIVITY	QTY	RATE	AMOUNT
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Service:Farm2X Garden Management services Farm2X garden management services comprise of routine visits by Farm2X professionals to provide the following activities:	9	1,330.00	11,970.00
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- Check gardens to growing deficiencies
- Add nutrients as needed to each of the gardens
- Check gardens for any mechanical issues (ie hydroponic, aquaponic, irrigation, or LED Lighting)
- Replenish any garden consumables (nutrients, fish /plant feed, growing supplies)
- Start seedlings with teachers/students or bring in seedlings to transplant.

At this school we will be maintaining the following Gardens:

- One (1) 500 gallon Aquaponic Systems
- Two (2) Hydroponic systems
- Raised Beds (6 raised beds with approx 1800 sqft of growing space)

This garden management service contract is a 9 month package and is for school year 2022-2023. Starting no earlier than 10/13/2022.

A Farm2X professional will come every other week and prior to any holiday breaks.

There are 10 hours of In Case of Emergency

ACTIVITY	QTY	RATE	AMOUNT
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(ICE) services included in this garden management package. This covers any instance where a Farm2X professional needs fix an issue with one of the gardens immediately (ie flooding, tank leaks, major crop failure or sabtaoge, etc)
 After the 10 hours is used, each ICE hour will be billed at \$175 per hour.

Farm2x Platform:Farm2X Educational Services

24	1,500.00	36,000.00
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- Opening a workshop with teacher(s) to introduce the service and outline interaction points with them.
- Ongoing curriculum & activity development (both in person and remotely)
- Four (4) 1 on 1 curriculum development meetings with teachers throughout the year. Summer activity planning & implementation with administration / teachers.
- 1 day (or 2 half days) per week in the school to conduct PD, in school field trip instruction for classes, in classroom instruction.

This service is priced on a per teachers basis and this service package is for 24 teachers at B.E.S.T

SUBTOTAL	47,970.00
TAX	0.00
TOTAL	\$47,970.00

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