



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

Tax ID: 47-3041916

Funding Source & Acct # including location code: 2553-6399-56694-0016

Principal or Supervisor: Monica Morales

Agreement Effective Dates: From 11/14/23-6/30/24

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

Total amount: \$75,190

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

Trifecta Ecosystems (Farm2X) offers comprehensive farm to school services. and for Fair Haven School they will be constructing Two(2) large raised bed gardens (approx. +/-1088 sqft) with decorative wall block, thus creating an outdoor learning area Trifecta will provide vegetable transplants, automated irrigation, and hand-tools, along with a seasonal planting schedule and lesson plans for all grade levels. The service contract involves workshops, ongoing curriculum development, and maintenance, addressing deficiencies, mechanical issues, and supplying needed materials. Maintenance occurs twice monthly during the school year and weekly in summer, with opportunities for student involvement and community engagement through Farm2X educators' assistance in creating classroom integrations.

Submitted by: Monica Morales Phone: 475-220-2600



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Monica Morales
Date: 9/28/23
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:** Trifecta Ecosystems (Farm2X) offers comprehensive farm to school services. and for Fair Haven School they will be constructing Two (2) large raised bed gardens with decorative wall block, thus creating an outdoor learning area. Trifecta will provide vegetable transplants, automated irrigation, and hand-tools, along with a seasonal planting schedule and lesson plans for all grade levels. The service contract involves workshops, ongoing curriculum development, and maintenance, addressing deficiencies, mechanical issues, and supplying needed materials. Maintenance occurs twice monthly during the school year and weekly in summer, with opportunities for student involvement and community engagement through Farm2X educators' assistance in creating classroom integrations.
3. **Amount of Agreement and hourly or session cost:** \$75,190
4. **Funding Source and account number:** 2553-6399-56694-0016
5. **Approximate number of staff served through this program or service:** 40
6. **Approximate number of students served through this program or service:** 750
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? New Agreement
 - b. What would an alternative contractor cost: Trifecta is a Sole Source Provider for New Haven Schools as they provide combined services of multiple individual vendors.
 - 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? Our existing staff could not design or build the type of raised bed garden/classroom area as well as the automated irrigation system. Trifecta will also work with our staff to expand the activities and curriculum integrations without burdening our teachers with extra-curricular work.

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? Trifecta provides professional development that is outside the scope and expertise of our existing staff.
- 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? **New**
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:
 - i. Yes, the output of the agreement with Trifecta will contribute to building internal capabilities at Fair Haven Middle School. The services provided, including the construction and maintenance of the raised bed garden, the development of lesson plans, workshops, and ongoing curriculum support, will empower both teachers and students with the knowledge and skills necessary for successful garden management and integration into the school's educational programs. This hands-on experience and collaboration with Trifecta educators will enhance the school's internal capabilities in sustainable gardening practices, curriculum development, and community engagement, fostering a self-sustaining educational ecosystem centered around the garden.

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.farm2x.com
 - ii. Trifecta (Farm2X) brings a versatile skill set to the project at Fair Haven School, encompassing expertise in gardening and horticulture, educational program development, irrigation technology, community

engagement, and garden maintenance. They excel in designing, constructing, and maintaining raised bed gardens, offering tailored educational programs for various grade levels, and integrating automated irrigation systems. Additionally, Trifecta (Farm2X) is skilled in troubleshooting technical issues and fostering community involvement. For specific details, please refer to Farm2X's official website www.farm2x.com

- 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? Trifecta was selected as they are working with and implementing similar projects at BEST, John Martinez, and High School in the Community. Trifecta is currently designing projects at multiple New Haven schools and will be working to connect the schools together through the project.
- d. Who were the members of the selection committee that scored bid applications? Monica Morales
- 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 (Farm2X) will address the need for establishing and maintaining an educational garden at Fair Haven School. Their performance will be assessed based on the timely and budget-conscious construction and upkeep of the garden, the effectiveness of educational programs, garden health, community engagement, technical issue resolution, and adherence to maintenance schedules. Regular communication, site visits, and feedback will ensure that Farm2X effectively meets the school's needs and performance goals.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
- c. How is this service aligned to the District Continuous Improvement Plan? The alignment of this service with the New Haven Public School System's Continuous Improvement Plan is evident in several ways. Firstly, it promotes hands-on, experiential learning, which aligns with the district's focus on enhancing student engagement and achievement. Secondly, the educational programs and curriculum development offered by Farm2X align with the district's goals of improving instructional quality and student outcomes. Additionally, the community engagement aspect of this service fosters partnerships and connections, supporting the district's commitment to building a

collaborative educational environment. Overall, the service aligns well with the district's Continuous Improvement Plan by contributing to enhanced student learning experiences and community involvement.

12. Why do you believe this Agreement is fiscally sound? Yes, this Agreement is fiscally sound due to its comprehensive approach, combining garden construction, education, and maintenance under one cost-effective contract. Trifecta (Farm2X) expertise in sustainable gardening and curriculum development may lead to long-term cost savings.
13. What are the implications of not approving this Agreement? Not approving this Agreement would have several implications for Fair Haven School. It would mean missing out on the opportunity to establish and maintain an educational garden, which can enrich students' learning experiences and align with curriculum objectives. The school may face challenges in creating hands-on, experiential learning opportunities related to gardening and sustainability. Additionally, without the expertise and support provided by Farm2X, the school may struggle to effectively manage and integrate the garden into its educational programs. Lastly, the potential for community engagement and partnerships may be lost, impacting the school's broader educational ecosystem. In essence, not approving this Agreement could result in missed educational and community benefits for the school.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Trifecta Ecosystems, Inc

FOR DEPARTMENT/PROGRAM:

Fair Haven School

This Agreement entered into on the 14th day of November 2023, effective (*no sooner than the day after Board of Education Approval*), the 14th day of November 2023, 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 in the amount of \$75,190 with an initial deposit of \$37,595 to begin the project, the remaining \$37,595 to be due when the raised bed garden construction is completed.

The maximum amount the contractor shall be paid under this agreement: Seventy Five Thousand and One Hundred Ninety dollars (\$75,190). 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 ESSER ARP **Program** of the New Haven Board of Education, **Account Number:** 2553 -6398 - 56694 **Location Code:** 0016.

This agreement shall remain in effect from November 14, 2023 to June 30,2024.

SCOPE OF SERVICE: *In the space below, please provide a brief summary of service. Trifecta Ecosystems (Farm2X) offers comprehensive farm to school services. and for Fair Haven School they will be constructing Two (2) large raised bed gardens (approx. +/-1088 sqft) with decorative wall block, thus creating an outdoor learning area. Trifecta will provide vegetable transplants, automated irrigation, and hand-tools, along with a seasonal planting schedule and lesson plans for all grade levels. The service contract involves workshops, ongoing curriculum development, and maintenance, addressing deficiencies, mechanical issues, and supplying needed materials. Maintenance occurs twice monthly during the school year and weekly in summer, with opportunities for student involvement and community engagement through Farm2X educators' assistance in creating classroom integrations.*

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. **SEE ATTACHED**

Exhibit B: Student Data Privacy - SEE 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' 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

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.

Revised: 10/2/18



**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