



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee

**From:** Jennifer Tousignant, Supervisor of Elementary Reading and Language Arts

**Date:** August 21, 2023

**Re:** Agreement with 3Prime, LLC to provide maintenance, improvements, and extension of the database system (SRBI.nhboe.net).

**Answer all questions** and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information	
Vendor Name:	3Prime, LLC
Doing Business as: (DBA)	
Vendor Address:	2911 Dixwell Ave, Suite 106, Hamden, CT 06518
Vendor Contact Name:	Cornel Boudria
Vendor Contact Email:	Cornel@3-prime.com
Is the contractor a minority or women owned small business?	no
Agreement/Contract Information	
New or Renewal Agreement/Contract?	renewal
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From Sept 12, 2023 To June 30, 2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	Not to exceed \$22,800
Funding Source Name: Acct. #:	Pending Alliance Grant #2547-6107-56694-0413
Contract #: <small>(Local or State)</small>	N/A



NEW HAVEN PUBLIC SCHOOLS

**Key Questions:**

**1. What specific service will the contractor provide:**

To provide maintenance, improvements, and extension of the database system (SRBI.nhboe.net) which enables schools to collect meeting information for SRBI along with monitoring data on students in grades K-12. This was built in 2013 and has been used successfully to track students within our literacy intervention programs and ensures accountability for the academic needs of at-risk students. Contract includes hosting for the system, daily security maintenance, update requests for data and interface, and extensions of the system agreed upon as requested. The SRBI system framework must be upgraded to ensure security and feature upkeep. It will be upgraded to include features which will provide the educators greater ease of use in record keeping, data analysis, progress monitoring, planning for targeted instruction, and assessment.

**2. How was the contractor selected? *\*Attach appropriate supporting documents***

- Quotes**
- Sealed Bid # \_\_\_\_\_**
- Sole Source # \_\_\_\_\_**
- RFP# \_\_\_\_\_**
- State Contract # \_\_\_\_\_**
- Exempt Professional**
  - Accountant
  - Actuary
  - Appraiser
  - Architect
  - Artist
  - Dentist
  - Engineer
  - Expert Professional Consultant
  - Land Surveyor
  - Lawyer
  - Physician/Medical Doctor

**3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:**

**a. Please explain how the vendor was chosen? *\*Attach Vendor Proposal***

N/A - Quotes

**b. Who were the members of the selection committee? *(Minimum 3 members required)***

N/A - Quotes



NEW HAVEN PUBLIC SCHOOLS

**Key Questions: - Continued**

**4. If this is a renewal with a current vendor, has the vendor met all obligations under the existing agreement/contract?**

Yes, the vendor has consistently met all obligations under previous agreement awards.

**5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? \*Attach Renewal Letters**

Yes, the cost has increased by \$7,800 due to the integration with Decision Ed and the updates and upgrades requested by the ELA department which have not been done in a full decade.

**6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?**

N/A - Renewal

**7. Is this a service that existing staff could provide? Why or why not?**

No, we do not have the current staffing structures or talents to provide this level of expertise in building a technological platform of this kind.



NEW HAVEN PUBLIC SCHOOLS

**Agreement/Contract Processing Checklist**

*To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.*

**Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement\_Contract\_Checklist\2022-2023**

<b>1. Has this vendor performed service(s) in prior fiscal years?</b>	
If Yes,	Vendor # <u>50537</u>
If No or New,	Vendor must provide completed W9
<b>2. A quotes or proposal submitting regarding the agreement/contract.</b>	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p><b>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></b></p> <p><b>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></b></p> <p><b>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</b></p>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<p><b>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</b></p>	
Emailed Disclosures are acceptable.	



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Cover Sheet is an Internal Document for Business Office Use**

**Please Type**

Contractor full name: 3 Prime Web Design

Doing Business As, if applicable:

Business Address: 2911 Dixwell Avenue Suite 106 Hamden, CT 06518

Business Phone:

Business email: [ryan@3-prime.com](mailto:ryan@3-prime.com) and [Cornel@3-prime.com](mailto:Cornel@3-prime.com)

Funding Source & Acct # including location code: Alliance Fund Acct. #  
2547-6107-56694-0413

Principal or Supervisor: Jennifer Tousignant

Agreement Effective Dates: From 9/12/23. To 6/30/24.

Hourly rate or per session rate or per day rate. 300.00 daily

Overhead: \$1,000

Onboarding, maintenance, exporting, quality assurance and ad hoc: \$4200

SRBI and Assessments Portal Development: \$16,200

Monthly Meetings and Development Roadmap: \$1400

Total amount: not to exceed \$22,800

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

Maintenance, improvements, and extension of the database system (SRBI.nhboe.net) which enables schools to collect meeting information for SRBI along with monitoring data on students grades K-12. This was built in 2013 and has been used successfully to track students within our literacy intervention programs and ensures accountability for the academic needs of at-risk students. Contract includes hosting for the system, daily security maintenance, update requests for data and

interface, and extensions of the system agreed upon as requested. The SRBI system framework must be upgraded to ensure security and feature upkeep.

Additionally, NHPS district requires advanced programming expertise to support and extend the assessment portal. The assessment portal is a stand alone application developed by 3 Prime to assist districts in managing assessment scoring for their student body. 3 Prime continues improving the application's usability of the system and reporting integration as requested.

NHPS seeks 3rd party integrations, such as integrating the assessment portal scores with Decision ED platform, as well as PowerSchool to ensure the student population is always current and consistent between SRBI and Assessment portal systems.

3Prime is working with the department of Language Arts on strategic updates to the platform.

Submitted by: Jennifer Tousignant Phone: 475-220-1212



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** **Jennifer Tousignant**  
**Date:**  
**Re:** **3Prime Web Design**

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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:** 3Prime Web Design
2. **Description of Service:** Maintenance, improvements, and extension of the database system (SRBI.nhboe.net) which enables schools to collect meeting information for SRBI along with monitoring data on students grades K-12. This was built in 2013 and has been used successfully to track students within our literacy intervention programs and ensures accountability for the academic needs of at-risk students. Contract includes hosting for the system, daily security maintenance, update requests for data and interface, and extensions of the system agreed upon as requested.
3. **Amount of Agreement and hourly or session cost:** Virtual hourly rate of **300.00 daily, not to exceed \$22,800** .
4. **Funding Source** and account number: Pending Alliance Grant **2547-6107-56694-0413**
5. Approximate number of staff served through this program or service: 1,000
6. Approximate number of students served through this program or service: 15,000
7. **Continuation/renewal or new Agreement?**  
**Answer all questions:** If continuation/renewal, has the cost increased? Continuation with a cost increase.
  - a. What would an alternative contractor cost: NA
  - b. If this is a continuation, when was the last time alternative quotes were requested? We have not asked for alternate quotes as NHPS Literacy Department has designed this website with this company to match our growing needs for providing services in both Tier 1 and Tier 2 instruction.
  - c. For new or continuation: is this a service existing staff could provide. If no, why not? No, the work is designed to better the service provided by the joint website built in conjunction with the 3Prime Web Solutions.

**8. Type of Service:**

**Answer all questions:**

- a. Professional Development? This is not 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) This service is to maintain and extend our work in the SRBI website and assessment portal for all K-12 students.

**9. Contractor Classification:**

**Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? No, although the contractor is a NHPS Learning Community Alumni, resident and parent of students in our school system.
- 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? Continuation
- f. If it is a renewal/continuation has cost increased? If yes, by how much? Yes, there has been a cost increase.
- g. Will the output of this Agreement contribute to building internal capabilities? Yes
- h. If yes, please explain: The work maintaining and extending the website builds the internal capabilities of providing services to all K-12 students who require additional interventions, along with providing data to the SDE for the early screening.

**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? This website has been designed in conjunction with the Literacy Department to enable schools to collect meeting information for SRBI, along with monitoring data on students grades k-8 in NHPS. This was built in 2013 and has been used to monitor the trajectory of students within our literacy intervention programs and ensure accountability for the academic needs of at-risk students. Additionally, NHPS is requiring advanced programming expertise to support and extend Google Apps services which will be provided.
- b) How was the Contractor selected? Vendors were interviewed in the early conception of this project. We have chosen to select a NHPS Alumni, who both understands the work and is a partner in its evolution.
- c) Please describe the selection process including other sources considered and the rationale for selecting this Contractor: N/A

**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? The staff utilizing the database system evaluate the contractor, and have provided specific



actionable feedback this past summer,. The staff from the Literacy Dept., Bilingual Dept. and Special Education Dept. have met continually over the past 10 years to refine and create the system that best meets the needs of teachers and principals in providing a data dashboard that is available and accessible daily. The evaluation of the services of 3Prime Web Design is that they provide service that is of high quality and meets our growing needs.

- 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? This service is strategically aligned with the District goals of having students at grade level reading along with providing the underpinning skills to be Career and College ready. This database system allows individual planning that is strategic around reading intervention, remediation, acceleration, and enrichment.

12. Why do you believe this Agreement is fiscally sound? This item is essential to provide our K-12 staff with the ability to monitor and program for the success of student outcomes, to inform interventions, and to accelerate students who qualify. This information is also utilized in setting growth goals with students and teachers.

13. What are the implications of not approving this Agreement? A failure to provide these services would leave teachers and administrators without the platform they rely on to manage their SRBI meeting notes, the historical data built from 2013, and access to the information needed for the SDE early/universal screening benchmarks and now the review of all assessment data inclusive of the new writing assessment in grades 9-12.

**Rev: 8/2021**



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**

**3 Prime Web Design**

FOR DEPARTMENT/PROGRAM:

**Literacy Department**

This Agreement entered into on the 12<sup>th</sup> day of September 2023, effective (*no sooner than the day after Board of Education Approval*), the 12<sup>th</sup> day of September 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, 3Prime Web Design located at, 2911 Dixwell Avenue Suite 106 Hamden, CT 06518 (herein referred to as the “Contractor”).

The Board shall pay the contractor for satisfactory performance of services required the amount of \$300 per day. The maximum amount the contractor shall be paid under this agreement (\$28,000.00). 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 Alliance Academic **Program** of the New Haven Board of Education, **Account Number:** 2547-6107-56694 **Location Code:** 0413.

This agreement shall remain in effect from 9/12/23 to 6/30/2024

**SCOPE OF SERVICE:** The Scope of Services refers to the application development, infrastructure upgrades, and extensions of the SRBI and Assessment Web portals in the 2023-24 school year. Additionally, there is a need by the Literacy Department for advance and responsive support for the SRBI and Assessments Portal, as well as the need to provide resources on-demand for programming support for other infrastructural and 3rd party vendor 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.

**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**. 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

August 24, 2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Cornel Boudria – Co-Owner  
\_\_\_\_\_  
Contractor Printed Name & Title

Revised: 8/2021



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.

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## Statement of Work

Date	8/2/2023
Client	New Haven Public Schools
Job Name	NHBOE.NET Web Apps 2023-2024
Requested by	Reading & Math Department
From	3PRIME, LLC 2911 Dixwell Avenue Suite 106 Hamden, CT 06518



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## Summary

This SOW refers to application development, infrastructure upgrades, and extensions of the SRBI and Assessments Web portals in the 2023-2024 school year. Additionally, there is a need by the Reading Department for advanced and responsive support for SRBI & Assessments Portal, as well as the need to provide resources on-demand for programming support for other infrastructural and 3<sup>rd</sup> party vendor integrations.

This scope of work will run from August 2023 through June 30, 2024.

Maintaining and Extending the database system (srbi.nhboe.net) that enables schools to collect meeting information for SRBI along with monitoring data on students grades K-8 in New Haven Public Schools. This was built in 2013 and has been used to track the trajectory of students within our literacy intervention programs and ensures accountability for the academic needs of at-risk students. Contract includes hosting for the system, data security maintenance, update requests for data and interface, and extensions of the system agreed upon as requested. The SRBI system framework must be upgraded to ensure security and feature upkeep.

Additionally, New Haven Public School district requires advanced programming expertise to support and extend the NHPS Assessment Portal. The Assessment Portal is a standalone application developed by 3PRIME to help school districts to manage Assessment scoring for their student body. 3PRIME continues improving the application usability of the system and reporting integration as requested.

What's more, New Haven Public School district seeks 3rd party integrations, such as integrating Assessment Portal scores with the Decision ED platform, as well as integration with the Powerschool system to ensure the student population is always current and consistent between SRBI and Assessment Portal systems.

Finally, as opportunities present themselves to improve the department's suite of web service applications, space in the budget has been provisioned to allow agility to provide adhoc updates

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## Project Scope

This SOW covers the following activities and deliverables.

### **Server Overhead** - Cost: **\$1000**

- Hosting Renewal - \$1000 per year (includes SSL certificate)

### **Onboarding, Maintenance, Exporting, Quality Assurance & Adhoc** - Time: 42 hours, Cost: **\$4,200**

- Hosting Management
  - Web Hosting Resources Monitoring
  - Database Resource Monitoring
  - Manage email system monitoring
- Ad Hoc Maintenance Updates and Training
  - data, website, or other system update available on request
- Student Data Management for year over year changes to students
- Data Exporting - ability to export data for state reporting (assessments)

### **SRBI & Assessments Portal Development** - Time: 162 hours, **\$16,200**

*Legend: SRBI: SRBI. AP: Assessment Portal*

- SRBI - Improve Student IMPORT process and time to live
- SRBI - User Interface (UI) and User Experience (UX) enhancements
- SRBI - Framework Upgrade
- SRBI - Enhanced Progress monitoring area for better, more frequent progress reporting
- SRBI - Development of data pipeline FROM Powerschools INTO SRBI
- SRBI - Way to manage strategies list
- SRBI - Enlarge font through the App, and modernize the User Interface
- SRBI - Modernize the User Interface
- SRBI - Improve User Experience to improve process models and make managing meeting faster and easier
- SRBI - Add Skills for reference alongside Strategies
- SRBI - Add printing functionality, printer friendly, especially for student meeting page and meetings for a student (specifically tailored print view for meetings)
- AP - Assessment app framework improvement to broaden scalability and strengthen performance
- AP - Robust querying and exporting capabilities
- AP - Development of data pipeline FROM Powerschools INTO Assessment app
- AP - Development of data pipeline FROM Assessment app INTO Decision Ed
- AP - Add Graphing (Visualization) capability to the Assessment app
- AP - Create a set of reports to cull needed dataset and visualization
- AP - Add filter on school-grade page to isolate students who were tested from the entire student body for a grade
- AP - Create better way to designate exemption from testing for assessments
- AP - Add distinct "create/add student" functionality
- AP - Resolve unsafe error on logging into the app OAuth
- AP - Add ability to either deactivate students who have left the district or assign to a greyhole school to remove from reporting
- AP - Add ability to edit the school field for students
- AP - Build User Interface component for table layout builder/editor
- AP - Hide assessment columns on school-grade index screen (show/hide columns). NOTE: Use build a table layout builder/editor
- AP - Perform server side sorting so that sorting will span across dataset pages
- AP - Add teacher filter on school-grade index screen
- AP - Apply dynamic filter select box options component for interdependent fields (eg: you change the grade, you need to change all the teachers that can be filtered)
- AP - Prepare for potential assessment benchmark change (away from DIBELS)
- AP - Apply more manageable/flexible way to manage grade->assessment mappings (will connect often with Product Champions re: assessment benchmark changes for each assessment tracked)
- AP - Change SRI name to Growth Measure



**Monthly Meetings and Development Road Map** - Time: 14 hours, Cost: **\$1400**

- o Attend monthly meetings with SRBI and Assessment Portal Product Champions
- o Attend Quarterly Meetings with coaches and administrators (as needed)
  - Gather feedback
  - Manage requests either as part of scheduled maintenance or as elements for a development roadmap to continuously improve the system.
  - Provide for 2 hours per meeting between August and June

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## Pricing

All costs listed below are based on the scope and assumptions included in this Statement of Work.

Item		Price	Cost Structure
Total Contract Value		\$22,800	
	Overhead	\$1,000	
	Onboarding, Maintenance, Exporting, Quality Assurance & Adhoc	\$4,200	
	SRBI & Assessments Portal Development	\$16,200	
	Monthly Meetings and Development Road Map	\$1,400	
<b>TOTAL NOT TO EXCEED</b>		<b>\$22,800</b>	

Invoices are provided at appropriate milestones and are due within 30 days. Invoices paid after 35 days are subject to a 5% late fee.

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## Key Assumptions

This agreement is based on the following assumptions.

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1. This Proposal serves as a project outline only. A formal engagement between 3PRIME and Client would be governed by a Statement of Work (SOW).
  2. Client is solely responsible for all patent/trademark searches as well as all regulatory tests, evaluations, submissions, approvals, trials, and/or certification.
  3. Prior to project kick-off, Client will ensure that 3PRIME staff will have whatever approval, credentials, software, and/or equipment may be required for in-person and remote access to all facilities and systems relevant to the scope of this project.
  4. Prior to project kick-off, Client will identify by name, role, and responsibility all key staff, needed by 3PRIME for the interviews, research, project participation, feedback/review/milestone meetings, and/or formal decisions/approval detailed herein. Client will also ensure that these individuals remain readily available to 3PRIME throughout the duration of this project (or proactively designate an authorized alternate).
  5. Client will designate a single individual (typically a project lead or project manager) as 3PRIME's primary point of contact to facilitate all communications between 3PRIME and Client.
  6. Client will have 2 business days to accept or reject each of 3PRIME's deliverable(s) Client will provide written reviews/approvals via email.
  7. Subject to 3PRIME retaining overall responsibility for delivery of the Services and Deliverables, Client shall assist 3PRIME in the performance of its obligations under this agreement and shall undertake all Client responsibilities specified in the SOW, and in this clause at its own expense.
  8. 3PRIME shall perform the services hereunder for Client and shall and hereby assign to Client a license to the underlying service and source code developed and provided by 3PRIME to Client under this SOW. These services may include, but are not limited to, patents, patent applications, inventions, designs, trademarks, copyrights, mask works, discoveries, formulas, processes, plans, specifications, guidelines, graphics, notes, instructions, training materials, software, software programs, software documentation, films, videotapes, slides, scripts, processes, records, drawings, illustrations, instructor guides, student materials, masters, tapes, or copyrightable works as well as other ideas or materials developed or conceived by 3PRIME's staff/subcontractors/agents for Client from proprietary and/or confidential information or materials belonging to Client during the term of, and arising out of services performed under this SOW. 3PRIME retains ownership rights to the source code and intellectual property developed under this agreement regardless of how the Client chooses to continue to develop the system.
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Deric Currie 3208 Whitney Ave Suite 1B  Hamden CT 06518	<b>CONTACT NAME:</b> Deric Currie <b>PHONE (A/C, No, Ext):</b> 203-407-1933 <b>E-MAIL ADDRESS:</b> deric.j.currie.ndh3@statefarm.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		<b>NAIC #</b> 25143
<b>INSURED</b>  3 PRIME LLC 2911 DIXWELL AVE STE 106  HAMDEN CT 065183130			


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	97-BD-S576-3	12/30/2022	12/30/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

[Empty space for Certificate Holder Name]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  This form was system-generated on 08/18/2023

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