



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
2553-6399-56694-0008

Principal or Supervisor: Luis Menacho

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

Hourly rate or per session rate or per day rate. Varies
Total amount: \$30,870

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 John S. Martinez's Aquaponic system. Farm2X will also provide professional development, curriculum support and activity development during the bi-weekly visits that are scheduled. These services are an extension of the original project of installing the aquaponic that Farm2X donated to John S. Martinez through a USDA Funded Farm-to-School Grant in 2022.

Submitted by: Luis Menacho Phone: 475-220-2000



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Luis Menacho
Date: 10/17/2023
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 John S. Martinez's Aquaponic system. Farm2X will also provide professional development, curriculum support and activity development during the bi-weekly visits that are scheduled. These services are an extension of the original project of installing the aquaponic that Farm2X donated to John s. Martinez through a USDA Funded Farm-to-School Grant in 2022.*
3. **Amount** of Agreement and hourly or session cost: \$30,870 for one year of services.
4. **Funding Source** and account number: ARP ESSER 2553-6399-56694-0008
5. Approximate number of staff served through this program or service: **50**
6. Approximate number of students served through this program or service: **484**
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? **This is a continuation of a service that we received as an in-kind donation by Farm2X through the grant they were facilitating.**
 - b. What would an alternative contractor cost: **Trifecta Ecosystems(Farm2X) is a sole source provider.**
 - c. If this is a continuation, when was the last time alternative quotes were requested? **This is the first time we have received a quote as we were given this service as part of their grant.**
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? **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 when they conduct the bi-weekly visits on the system to work with teachers in using it.

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 donated in the original project to construct the Aquaponic system. These services are the ongoing operational costs of those systems as well as curriculum and activity programming.**
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:
 - i. **John S. Martinez's initial project transformed underutilized areas within the school into a vibrant indoor garden. The aquaponic garden now serves as a dynamic tool for teachers, enhancing student engagement with their learning objectives. To ensure consistent and effective use of these farm-to-school resources, specialized curriculum and professional development services will be integrated into the culture.**

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. **Farm2X (Trifecta Ecosystems) has been working with schools in Connecticut and New England since 2012 centered on aquaponics, hydroponics, and urban farming. Farm2X originally gave an aquaponic system to John Martinez through a grant they facilitated. Trifecta Ecosystems (Farm2X) has expanded their work within the New Haven School District and their staff has been able to increase the participation and impact of the gardening systems.**

- 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? **The contractor is Sole Source as their services would have to be provided by multiple vendors.**
- 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 2022, Farm2X originally gave an aquaponic system to John S. Martinez through a grant they facilitated. Their services enabled teachers to utilize those assets without having to dedicate substantial time during their day to operations. Trifecta's(Farm2X) 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 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.**
 - 1. **Total Number of Students Involved in project: 484**
 - a.
 - 2. **Testimonials of Farm2X's Services**
 - a.
- 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? **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.**

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Trifecta Ecosystems, Inc

FOR DEPARTMENT/PROGRAM:

John S. Martinez 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 \$30,870 with a lump sum payment of \$30,870. These services include Bi-weekly (every other week) maintenance services, a Farm2X educator / curriculum developer during those times, and remote curriculum development support.

The maximum amount the contractor shall be paid under this agreement: Thirty Thousand Eight Hundred Seventy Dollars (\$30,870). 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:** 2553-6399-56694 **Location Code:** 0008.

This agreement shall remain in effect from November 14, 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. **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'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.

Eric Francis

Contractor Signature

President
New Haven Board of Education

11/14/2023
Date

Date

Eric Francius, CEO

Contractor Printed Name & Title



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

Alyssa Basso
John S. Martinez Magnet
54 meadow street
New Haven, CT 06519

SHIP TO

Alyssa Basso
John S. Martinez Magnet
100 James Street
New Haven, CT 06513

ESTIMATE # 1045

DATE 09/29/2023

PMT METHOD

Check

ACTIVITY	QTY	RATE	AMOUNT
<p>Service:Farm2X Garden Management services Aquaponic system maintenance and up keep for November 2023- June 2024</p> <p>Twice monthly maintenance and upkeep visits by Trifecta.</p> <p>During these visits, Trifecta will check all components of aquaponic / hydroponic systems, fix any issues, transplant seedlings, clean fish tank / solids filters. Up to two (2) back up pumps & aerators included in service agreement.</p> <p>Fish food, assorted seeds, and planting medium included.</p> <p>Trifecta will provide any necessary seed starting material for Teachers/Students to start seedlings. During the summer months, Trifecta will provide seedlings for the aquaponic systems.</p> <p>During these scheduled visit, teachers can have students work with Farm2X on the system. Teachers will have access to Farm2X educators to create activities and classroom integrations with aquaponics.</p>	10	1,200.00	12,000.00T
<p>Farm2x Platform:Farm2X Educational Services --Opening a workshop with teacher(s) to introduce the service and outline interaction points with them.</p>	10	1,887.00	18,870.00T

ACTIVITY	QTY	RATE	AMOUNT
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--Ongoing curriculum & activity development (both in person and remotely)

--Two (2) 1 on 1 curriculum development meetings with teachers throughout the year. Summer activity planning & implementation with administration / teachers.

--A Farm2X educator will be in Bi-weekly in the school to conduct PD, in school field trip instruction for classes, in classroom instruction.

SUBTOTAL	30,870.00
TAX	0.00
TOTAL	\$30,870.00

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2023

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).

PRODUCER AssuredPartners Northeast, LLC. 1300 Winsted Road Torrington CT 06790	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Fay Pelloth</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (800) 762-7369</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: fay.pelloth@assuredpartners.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Penn America Insurance Co.</td> <td>NAIC # 32859</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Fay Pelloth		PHONE (A/C, No, Ext): (800) 762-7369	FAX (A/C, No):	E-MAIL ADDRESS: fay.pelloth@assuredpartners.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Penn America Insurance Co.	NAIC # 32859	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED Trifecta Ecosystems, Inc. P.O. Box 2419 Meriden CT 06450-1515																					

COVERAGES **CERTIFICATE NUMBER:** CL2391915445 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
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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 New Haven School District 54 Meadow Street New Haven CT 06519	CANCELLATION 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
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