

**SPECIFICATION AND PROPOSAL FORMS
for
OUT-OF-DISTRICT SPECIAL NEEDS
TRANSPORTATION SERVICES**

RFP 21-01



**STAMFORD PUBLIC SCHOOLS
STAMFORD, CONNECTICUT**

SPECIFICATION RELEASE: January 29, 2021

BID OPENING / DUE DATE: February 24, 2021

**CITY OF STAMFORD
STAMFORD PUBLIC SCHOOLS**

**SPECIFICATIONS AND PROPOSAL FORMS
for
OUT-OF-DISTRICT SPECIAL NEEDS AND MAGNET
SHUTTLE TRANSPORTATION SERVICES
RFP #21-01**

Proposals to be submitted by:

AT: 2:30 P.M.
 DATE: February 24, 2021
 PLACE: Stamford Public Schools
 Purchasing & Finance Department, 3rd Flr
 888 Washington Blvd
 Stamford, CT 06901

Proposer's Information

Legal Name of Proposer's Company:		
Company Representative Name and Title:		
Legal Address:		
City:	State:	Zip:
Telephone:		
Fax:		
Email:		
Statement by Proposer as to whether Proposer is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity:		

Name of individual legally authorized to bind the Bidder to a contract (Please print or type):

Signature of same individual stipulated directly above:

Date: _____

NOTICE TO PROPOSERS

The Stamford Public Schools of Stamford, Connecticut, sometimes referred to herein as the “District”, hereby invites the submission of sealed proposals from reputable and qualified transportation companies for furnishing certain out-of-district special needs and magnet shuttle transportation services in the Stamford Public Schools beginning July 1, 2021. Forms for proposal, certification, conditions, specifications, and any addenda may be obtained at the Stamford Public Schools website, which is at the following address:

<https://www.stamfordpublicschools.org/district/finance-purchasing/pages/rfps-and-bids>

Any deviations from these conditions or specifications must be listed on a separate sheet attached to the Proposer’s detailed conditions and specifications and referred to separately in the proposals. In all cases not indicated by the Proposer as a deviation, it is understood that the conditions and specifications of the Stamford Public Schools shall apply. Proposals will be received until 2:30 p.m. on February 24, 2021 at the Stamford Public Schools, Purchasing Department, 888 Washington Blvd., Stamford, CT 06901, at which time and place all proposals will be publicly opened.

Proposals will remain firm for a period of 60 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to the Stamford Public Schools’ Purchasing Department that the proposal has been withdrawn.

The Stamford Public Schools reserves the right to consider cost, experience, and service in the student transportation field, as well as the financial responsibility and specific qualifications set out herein of the prospective Proposer, in considering proposals and awarding the contracts. The Stamford Public Schools reserves the right to waive technical defects in proposals, to reject any or all proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a proposal or part of a proposal, that in its judgment will be in the best interest of the Board and/or the City of Stamford even if such proposal is not the low cost proposal. The Stamford Public Schools also reserves the right to discuss the scope of services with one or more Proposers and to make such modifications as the Stamford Public Schools, in its sole discretion, deems to be in its best interest.

If there is a delay in the opening of schools in July or September 2021, if there is a change in the projected number and type of buses, or if it becomes necessary to restructure the School District’s educational program and, therefore, its transportation program due to a continuation of the COVID-19 Crisis or any other emergency that requires the closing of schools or changes in the school day or manner of educating students by executive order of the State of Connecticut Governor or the City of Stamford or by laws and regulations of the Connecticut State Department of Education, the Stamford Public Schools may not provide payment for any portion or for the total of the student transportation services to any school bus Contractor who has received an award to provide these services under this Request for Bids document or for any transportation services under any other Request for Bid document.

The contract period will be for up to five (5) years based upon a series of one (1) year renewable contracts. The district is requesting proposals for the provision of services to special needs students transported to designated out-of-district locations utilizing specified vehicles and in some cases requiring aides, and such other similar work as assigned by the District during the term of the contract.

Proposer shall be required to furnish, at their own expense, a proposal bond or certified check in the amount of \$100,000.

CITY OF STAMFORD
STAMFORD PUBLIC SCHOOLS
STAMFORD, CONNECTICUT

INSTRUCTIONS TO PROPOSERS

1. Inspect carefully all general and special provisions of this document.
2. Provide all information requested, including but not limited to the “Proposal Certification” and the “Form of Proposal”. Be sure to sign in all required places, and initial each page where indicated. *Although the District reserves the right to award one or more contracts to multiple vendors, preference will be given to the best comprehensive proposal that meets the District’s operating and financial needs. If no Proposal is being submitted on one or more of the requested Proposal categories, please so indicate in each space by entering “No Bid” wherever a price is indicated. All spaces must be completed with either a Proposal amount or “No Bid” designated. Do not enter zero (\$0) if “No Bid” is being submitted as zero (\$0) is an amount that could be awarded by the District.*
3. Submit an **original, three hard copies, and one electronic copy** (i.e. PDF format) of the Proposal, including this complete specification and all supporting materials. The Proposer is responsible for making its own copies of any or all parts of this document for its files. All materials submitted to the District pursuant to this Proposal become the property of the District and will not be returned to the Proposer.
4. Any questions about this proposal must be submitted at least five calendar days prior to the designated proposal receipt date. All inquiries should be directed to Brian Lafountain, Transportation Advisory Services, on behalf of the Stamford Public Schools, via email at: BLafountain@transportationconsultants.com
5. Proposals must be presented in a sealed, opaque envelope or box and addressed as follows:

Stamford Public Schools
Attn: Purchasing & Finance Department, 3rd Floor
888 Washington Blvd
Stamford, Ct 06901

School Transportation Proposal – RFP 21-01 – 2:30 P.M. FEBRUARY 24, 2021

6. Proposals will remain firm for a period of 60 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to the School District’s Business Office that the proposal has been withdrawn.
7. Proposer must furnish, at its own expense and with the Proposal, a Proposal bond or certified check in the amount of \$100,000.
8. Proposers are encouraged to thoroughly check submissions, as these documents require significant detailed information to support the Proposal. The District will reject any late submissions, and the District is not responsible for notifying the Proposer of any missing elements of the Proposal. *Proposers are also encouraged to include additional information about their services or company that will assist the District in the review of Proposals and awarding of contracts.*
9. These specifications were designed for the sole use of the Stamford Public Schools pursuant to a contract with Transportation Advisory Services, and the use of these documents by others without the expressed written consent of the Stamford Public Schools and Transportation Advisory Services is

prohibited.

10. Proposals will be received until 2:30 p.m., February 24, 2021, at Stamford Public Schools, 888 Washington Blvd, Stamford, CT 06901. Proposals will be publicly opened at that time, and then reviewed by a minimum of three person committee established by the District.

SAMPLE SCORING SHEET

Proposal Selection Criteria	Points
Understanding of Engagement	10
Qualifications and Experience of Proposer	40
Professional References	25
Proposed Fee Arrangements	25
<u>Total</u> (maximum 100 pts)	100

PROPOSER'S CHECK LIST

The following checklist is provided for the convenience of the Proposers and is not a part of the contract documents. Each Proposer is encouraged to ensure their complete compliance with all requirements of these documents. Compliance with the Proposal requirements is the sole responsibility of the Proposer. Note that one original, two hard copies, and 1 electronic copy of the Proposal must be submitted.

- Proposal Bond or Certified Check for \$100,000
- Letter From the Insurance Company Guaranteeing Appropriate Coverages
- Reference List or Evidence Demonstrating An Ability to Perform Required Services
- Detail on Proposer's programs and efforts to secure a competent driver force to meet the needs of the District program.
- Financial information on the Proposer, including ownership information and any outstanding legal issues.
- Details on facility
- Any other information or data the Proposer wishes to provide that further demonstrates its ability to provide quality, responsive transportation services consistent with the requirements and intent of this Request for Proposal.
- Appendix B - Vehicle List and documentation on ability to obtain fleet
- Financial Information Compliance Form
- Hold Harmless Agreement
- Form of Proposal completed for each contract
- Non-Collusive Proposal Certification
- Acknowledgement by Proposer
- All Pages of Documents Included and Initialed
- All Proposals Properly Signed

TABLE OF CONTENTS

	<u>PAGE</u>
PROPOSAL OPENING INFORMATION	1
NOTICE TO PROPOSERS	2
INSTRUCTIONS TO PROPOSERS	3
PROPOSER'S CHECKLIST	5
TABLE OF CONTENTS	6
1. GENERAL CONDITIONS	10
1.1 Definitions	10
2. PROPOSALS	11
2.1 Proposal Procedures And Requirements	11
2.1.1 Notice of Date and Time of Proposal	11
2.1.2 Submission Requirements	11
2.1.3 Form of Proposal Amounts	11
2.1.4 Alternates	11
2.1.5 Stipulations; Restrictions in Proposals	11
2.1.6 Business Structure and Ownership Information	12
2.1.7 Use of Data	12
2.1.8 Submissions with Proposals	12
2.1.9 Driver Force Details	13
2.1.10 Minimum Requirements	13
2.1.11 Changes or Deviations Not Allowed	13
2.1.12 Legibility; Original Signatures	13
2.1.13 Tax Exemptions	13
2.1.14 Timelines; Board Rights	13
2.1.15 Proposer Representations	14
2.1.16 Proposal Submission - Labeling	14
2.2 Proposer's Certification, Representations, & Qualifications	14
2.2.1 Independent Proposal and Non-Collusion Representation	14
2.2.2 Qualifications of Proposers	14
2.2.3 Provision of Financial Information	15
2.3 Interpretation of Proposal Documents	16
3. AWARD	16
3.1 Award Period	16
3.2 Transportation Program	16
3.2.1 Contract Period	17
3.2.2 Program Pricing	17
3.2.3 Proposal Review	17
3.2.4 Cash Discounts	17
4. AWARD OF CONTRACT	17
4.1 Acceptance	17

4.2	Award Notice	17
4.3	Default	18
4.4	Assignment	18
4.5	Contract Documents	19
4.6	Completeness and Accuracy	19
4.7	District Rights To Provide Services	19
4.8	Approvals	19
4.9	District Actions	19
4.10	Termination	19
5.	GUARANTEES BY THE SUCCESSFUL PROPOSER	19
5.1	Extra Work	19
5.2	Inspection and Tests	20
5.3	Warrantees and Guarantees	20
5.3.1	Solvency and Competency	20
5.3.2	Mandatory Employee Insurance Coverage	20
5.3.3	Fair Labor Standards Act	20
5.3.4	“COSHA” and “Right To Know” Compliance	20
5.3.5	Non Discrimination Practices	20
5.3.6	Non Discrimination Advertising Statements	20
5.3.7	Nondiscrimination in contracts	21
5.3.8	Compliance with Federal Drug and Alcohol Testing	21
5.3.9	General Compliance	21
5.3.10	Independent Contractor Status	21
6.	PAYMENTS	21
6.1	Final Payment	21
6.2	Adjustments	21
6.3	Payment Hold-Backs	21
6.4	Appropriation Requirements	21
6.5	Invoice and Record Keeping Requirements	21
7.	SAVINGS CLAUSE	22
7.1	Proposer Responsibilities	22
8.	SPECIFICATIONS	22
8.1	Scope	22
8.2	School District Representative	22
8.3	Proposal Bond	23
8.4	Insurance	23
8.4.1	Insurance Carrier Letter	23
8.4.2	Insurance Levels	23
8.4.3	Additional insured requirements	24
8.4.4	Minimums	24
8.4.5	Evidence of Insurance	24
8.4.6	Insurance Description	24
8.4.7	District Property	25
8.5	Books and Records	25
8.6	Term	25
8.7	Contractor’s Responsibilities	25
8.7.1	Personnel Matters	25

8.7.1.1	Employee Qualities	25
8.7.1.2	Preferential Hiring and Employment Responsibilities	26
8.7.1.3	Employee Attire	26
8.7.1.4	Regulatory Compliance	26
8.7.1.5	Employee Training	26
8.7.1.6	Physical Examinations and Tests	26
8.7.1.7	Employee Listing	27
8.7.1.8	Stand-by Drivers	27
8.7.1.9	Driver Safety Equipment Training	27
8.7.1.10	Route Changes	27
8.7.1.11	Student Supervision	28
8.7.1.12	Intoxicants and Smoking Prohibited	28
8.7.1.13	Driver Assigned To Bus	28
8.7.1.14	Requirement To Transport	28
8.7.1.15	Dispatcher	28
8.7.1.16	Internet Requirements	28
8.7.1.17	Bus Aide Requirements	28
8.7.2	Vehicles	29
8.7.2.1	Specifications and Features	29
8.7.2.2	Provision of Vehicle Description in Appendix B	31
8.7.3	Facilities	31
8.7.4	Fuel	31
8.7.5	Tolls	31
8.7.6	Advertising	32
8.7.7	Transition Plan	32
8.7.8	Public Relations	32
8.8	Safety Requirements	32
8.9	Route Scheduling	32
8.9.1	Responsibility For Developing Routes	32
8.9.2	Changes To Routes	32
8.9.3	Provision of Services	32
8.9.4	Non-Public School Requirements	33
8.9.5	Services to all Destinations	33
8.10	Operating Matters	33
8.10.1	District Operating Policies	33
8.10.2	Driver Training and Additional Training	33
8.10.3	Emergency Bus Drill	33
8.10.4	Emergency Closings	33
8.10.5	Driver's Daily Reports	33
8.10.6	Rights To Property	34
8.10.7	Authorization of Students for Transportation	34
8.11	Base Program Proposal	34
8.12	Changes in Base Program	34
8.13	Compliance Requirements	34
8.13.1	Title IX Regulations	34
8.13.2	ADA and Rehabilitation Act of 1973	35
8.14	Termination of Contract by Board	35
8.15	Contractor's Default	35
8.16	Acts Not In Control of Contractor	36
8.17	No Assignment By Contractor	37
8.18	Incorporation of Documents	37

8.19	Other Contractors	37
8.20	No Waiver	37
8.21	Governing Law	37

APPENDICES

- Appendix A - Program Description
- Appendix B – Proposer’s Vehicle List
- Appendix C - Board Policies
- Hold Harmless Agreement
- Financial Information Compliance Certification
- Equal Employment Opportunity Notice
- Restrictions on Gifts Notice from City
- Form of Proposal
- Non-Collusive Proposal Certification
- Non-Proposer’s Response
- Acknowledgment by Proposer

1. GENERAL CONDITIONS

All invitations to submit proposals issued by the Stamford Public Schools will bind bidders and successful proposers to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the Stamford Public Schools.

1.1 DEFINITIONS

- "Addenda" - written instruments issued by the District, or its agent, prior to the execution of the Contract which modify or interpret the Request for Proposal Documents by additions, deletions, clarifications, or corrections.
- "Bid" or "Proposal" - an offer to furnish materials, services, supplies, and/or equipment in accordance with the Proposal Documents. Throughout this document, "Bid" or "Proposal" will be interchangeable.
- "Bidder", "Proposer" or "Contractor" - any individual, company, corporation or other entity submitting its Proposal, and qualified consistent with the "Proposer Qualifications" section of this document.
- "Proposal Documents" - Includes the Notice to Proposers, Instructions to Proposers, all terms, conditions, requirements, and specifications set forth in this request for proposals, the Proposal forms, all appendices and proposal and contract forms attached hereto, and all Addenda issued prior to receipt of proposals
- "Board" - the Board of Education of the City of Stamford, Connecticut.
- "Contract" - the Contract documents form the "Contract".
- "Contract Documents" - the "Contract Documents" consist of the Proposal Documents, Proposer's Proposal (which includes, without limitation, Proposer's Proposal Form, Proposer Information, Acknowledgement, Proposer's Vehicle List, Pricing Page, Financial Information Compliance Certificate, and Non-Collusive Proposal Certification), Hold Harmless Agreement, the Notice of Award issued by the Stamford Public Schools, and any deviations to the Proposal Documents delineated in Proposer's Proposal and accepted in writing by the Stamford Public Schools in its Notice of Award.
- "He/she, his/her" - When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her.
- "School Day" - definition of school day for the purpose of transportation is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses return to the

terminal after bringing them to their designated stops in the P.M.

- "School District" or "District" - shall mean the legal designation of Stamford Public Schools.
- "School Year" - The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of Education including the calendars of all other schools for which the District is responsible for furnishing transportation. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.
- "Specification" - description of services to be performed by Contractor and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- "Successful Proposer" - any Proposer to whom an award is made by the School Board.

2. PROPOSALS

2.1 PROPOSAL PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of Proposal opening will be given in the Notice to Proposers. All proposals must be submitted by this time and date, regardless of whether the District is "open" due to weather conditions.
- 2.1.2 All proposals must be submitted on and in accordance with forms provided by the Board and included in this bound document. The proposal sheets are not to be removed from the document. All proposals must include, as a minimum, the required information as detailed in these documents.
- 2.1.3 Where so indicated by the makeup of the Proposal Form, sums shall be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Proposer should be initialed by the Proposer, and must be clear and readable. The District reserves the right to interpret figures where clarity of submission requires such action.
- 2.1.4 Except where specifically noted otherwise, all requested alternates will have a proposal submitted.
- 2.1.5 Proposals may not be considered which purport to qualify, limit, amend or omit any of the minimum requirements as detailed in the Proposal Documents. A determination as to the impact of any proposed change is the sole responsibility of the District.

In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the provision of a Contract Document and provisions of a State or Federal Law or regulation, the Proposer is required to draw such matter to the attention of the Stamford Public Schools before he submits his/her Proposal. If the Proposer fails to draw a matter to the attention of the District, her/his Proposal will be construed by the Stamford Public Schools, and any such interpretation shall be binding on Proposer.

2.1.6 A Proposal shall include the legal name of Proposer and a statement whether the Proposer is a sole proprietor, a partnership, a corporation, or other legal entity, and shall be signed by the person or persons legally authorized to bind the Proposer to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or company name may be used in lieu of any required signature. A Proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Proposer. Proposer must be authorized to do business in the State of Connecticut, and must submit proof if requested by the District.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided to the District for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided in lieu of the ownership information. If the Proposer operates related companies that may provide services to the District under this proposal, information on these firms must be provided.

The Acknowledgement by Proposer form included in this document must be completed and submitted with the Proposal.

2.1.7 Proposer's responses to information requested will be used to evaluate each Proposer's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Proposal. Upon request of the District, a Proposer who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Proposers may be asked to provide additional information, to meet with the District to discuss their proposal, to modify one or more sections of their proposal, or to address such other issues as deemed important by the District.

2.1.8 Submissions with Proposals:

a) Proposers will provide, along with the completed Proposal package, evidence demonstrating an ability to provide specialized transportation services for students with special needs, including, if applicable, a list of any and all Connecticut school districts which they have served during the past three years and a summary of their experience over at least three years of successfully providing specialized transportation services for students with special needs in compliance with the applicable laws, rules and regulations of the State of Connecticut. In lieu of organizational experience, staff experience must be demonstrated.

b) The Proposer must provide proof, along with the completed proposal package, that he can provide the expected insurance coverage as outlined in these bid documents. This proof can be in the form of a certificate of insurance naming the Stamford Public School District and the City of Stamford as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company (s) (not agent), guaranteeing what types and levels of coverage they will provide in the event the Proposer is awarded the contract. The types and levels of coverage must, of course, meet or exceed the required levels in the bid specifications.

2.1.9 In order to provide the required services envisioned in these contracts, Contractors must have a sufficient number of competent, trained driving personnel. Proposers shall submit descriptions of their driver recruitment programs, including *typical* wage and benefit information. For each district provided as a reference in compliance with Section 2.1.8 above, Proposer shall provide an

employment profile including at least the number of daily drivers required, the actual number of drivers employed, a description of targeted recruitment programs, and driver training programs.

- 2.1.10 All information required in the Notice to Proposers, Specifications and Proposal Offer, in connection with each item against which a Proposal is submitted, must be provided, to constitute an acceptable Proposal.
- 2.1.11 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications in the Proposal Documents may constitute sufficient grounds for rejection of Proposal.
- 2.1.12 Prices and information required, except signature of Proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 2.1.13 No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
- 2.1.14 All proposals received after the time stated in the Notice to Proposers will not be considered and will be returned unopened. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the Stamford Public Schools. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having his/her proposal received by the Board on time at the place specified.

RIGHT TO ACCEPT / REJECT: AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE STAMFORD PUBLIC SCHOOLS RESERVES THE RIGHT TO WAIVE TECHNICAL DEFECTS IN PROPOSALS; REJECT ANY AND ALL PROPOSALS, IN WHOLE OR IN PART; TO RE-ADVERTISE AND INVITE NEW PROPOSALS; TO ACCEPT PARTS OF PROPOSALS FROM MORE THAN ONE PROPOSER; TO MODIFY PROPOSALS BASED UPON NEGOTIATIONS WITH THE PROPOSER(S); AND TO MAKE SUCH AWARDS, IN WHOLE OR IN PART, INCLUDING ACCEPTING A PROPOSAL OR PART OF A PROPOSAL, THAT IN ITS JUDGMENT WILL BE IN THE BEST INTEREST OF THE BOARD AND/OR CITY OF STAMFORD EVEN IF SUCH PROPOSAL IS NOT THE LOW COST PROPOSAL.

- 2.1.15 The submission of a Proposal will be construed to mean that the Proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Proposer can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with the Proposal Documents. The submission of a Proposal will also mean that the Proposer is fully informed as to the rules, regulations, policies, procedures, and requirements of the Federal Government, the State of Connecticut and the Stamford Public Schools, and that the Proposer will fully comply with said rules, regulations, policies, procedures, and requirements.
- 2.1.16 All proposals must be sealed. They must be submitted in a plain opaque envelope, or in a sealed plain opaque box. All proposals must be addressed to the Stamford Public Schools. The Proposal label must be clearly marked "RFP 21-01, Out-of-District Special Needs Transportation Proposal". Also, the date and time of the Proposal opening as indicated on the Notice to Proposers must appear on the envelope or box label. Telephone quotations or amendments will not be accepted at any

time. All materials submitted with the Proposals will become the property of the District and will not be returned.

2.2 PROPOSER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

2.2.1 The Proposer shall submit a completed Non-Collusive Bidding Certification attached as a schedule to these Proposal Documents.

2.2.2 Qualifications of Proposers: The work and services described in the Proposal Documents include the performance of activities directly affecting the safety of the students of the district and the public generally. The District may make any investigation necessary to determine the ability of the Proposer to fulfill the Contract(s), and the Proposer shall furnish the District with all such information for this purpose as the District may request. **If, in the sole opinion of the District, the Proposer is not properly qualified or responsible to perform any obligations of the Contract proposal, the District reserves the right to reject its Proposal.**

The Stamford Public Schools reserves the right to investigate all references and qualifications statements made by the Proposer. Upon investigation and evaluation, the Stamford Public Schools may choose to reject any proposal where the Proposer's stated qualifications are such that the Proposer may not be able to perform the transportation service in a safe and an efficient manner. The following information categories will be reviewed, at a minimum, and each Proposer must supply information consistent with the detailed requirements described. The Proposer is invited to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the District.

- a) Proposer must possess and demonstrate facilities, knowledge and capabilities to satisfy all Connecticut Department of Motor Vehicles rules, regulations, and vehicle inspection requirements, in addition to all federal, state and local laws, rules and regulations relating to transportation. Additionally, Proposer must demonstrate the ability to respond to vehicle needs (breakdowns) in the City of Stamford within thirty (30) minutes.
- b) Proposer must include a reference list, setting out the names of all Connecticut districts that they have served in the past three years, or are currently serving. The name and telephone number of each business official or other District liaison must be provided for each district reference listed, along with a description of the type of transportation services provided, and the number and types of vehicles used in the performance of the contract(s).
- c) A detailed description of the Proposer's driver and bus aide recruitment program, including specific efforts that will be used to recruit quality personnel in Stamford must be provided.

Included in the qualifications of the Proposer is to be a brief resume summarizing the experience and qualifications of the terminal manager and other members of the managerial and supervisory staff who will be directly responsible for the performance of this contract.

- d) The Proposer should supply details on the typical operating program that would be utilized in the performance of this contract, including such items as specialized training for new and experienced drivers and bus aides; accident reduction programs; vehicle maintenance and inspection programs; computerized fleet maintenance, management, and routing systems; and student safety programs.

2.2.3 Proposers may be asked to provide, if they are being considered for a contract award, the following financial information. Failure to provide this information within 72 hours of the request by the District may result in the contract not being awarded to the Proposer.

- a) Professionally prepared (audited or reviewed) financial statements for the past three years, prepared by an independent certified public accountant. These statements must contain financial information specific to the transportation company that is proposing on this contract, not just a consolidated financial statement for a group of companies (transportation or other) owned by the Proposer. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Proposer should submit financial statements of the affiliates, updated interim financial reports, and cross-corporate guarantees indicating that the affiliates and the Proposer will be held financially responsible for the Proposer and his/her operations. All this information may be submitted in a separate envelope, with the company name on it, marked confidential, and rubber banded to the proposal submittal package.

Pursuant to Section 2.1.6, if any related entities or companies provide services, vehicles or assets in the performance of this Contract, the Proposer certifies through this submission that these entities or companies will cross-guarantee performance, and that all entities or companies shall be bound by the Terms and Conditions of this Contract.

The purpose here is to determine whether the Proposer is clearly in a financial position to take on and operate a specialized transportation contract of this size. It is the responsibility of the Proposer to provide the financial proof that the company is financially capable of performing this contract. If the financial statements do not supply that information, then the Proposer must include other documents that will provide this proof. The District may have the financial data analyzed by its independent auditor or such other financial advisor as determined by the Stamford Public Schools. If the Proposer cannot provide sufficient information to prove the Proposer has the financial capability to perform this contract, the Board of Education has the right to reject the proposal.

- b) Information identifying any pending lawsuits as well as any outstanding judgments and liens in which it is involved must be provided with the Proposal.
- a) A description of any bankruptcy filings by the Proposer, any related entities, or principal(s) of the Proposer, within the last seven (7) years. The District reserves the right to reject any proposal submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be submitted with the Proposal.

2.3 INTERPRETATION OF PROPOSAL DOCUMENTS

No interpretation of the meaning of the specifications or other contract document will be made to any Proposer orally. Every request for such interpretation should be made via email to: Mr. Brian Lafountain, Transportation Advisory Services, on behalf of the Stamford Public Schools, (email: Blafountain@TransportationConsultants.com), not later than five (5) calendar days prior to the date fixed for the opening of proposals. Notice of any and all interpretations and any supplemental instructions will be sent to all proposers of record by the school district in the form of addenda to the specifications. All addenda so issued shall be sent by electronic mail (email) with receipt acknowledged, and shall become a part of the Contract documents. Failure of any Proposer to

receive any such addendum or interpretation shall not relieve any Proposer from any obligations under his/her Proposal submitted.

3. AWARD

- 3.1 The Stamford Public Schools will endeavor to make an award within sixty (60) days after the date of the Proposal opening, and all proposals shall remain firm during that time period. The Stamford Public Schools further reserves the right to make awards following this initial sixty (60) day period to any Proposer who has not provided written notice to the District that its Proposal has been withdrawn.

The District will evaluate every written proposal submitted and reserves to themselves the right to be the sole judge of which proposal best meets the needs of the District. Prior to the award of the contract and during the course of the contract, the District reserves the right to negotiate changes in the scope and/or cost of the required services as well as changes in the scope and/or cost of the enhancements offered by the Proposer to the District. As stated herein, the District encourages Proposers to submit any additional information or suggestions that they believe will enhance the provision of quality, responsive student transportation services on a cost-efficient basis.

3.2 Transportation Program

- 3.2.1 The award is for a period of five (5) years, 2021-2022 (7/1/21-6/30/22) school year through 2025-2026 (7/1/25-6/30/26) school year based on a series of one (1) year renewable contracts with said renewal solely at the District's option. The District is requesting a fixed price per year for each of the five years, except for a fuel inflator as defined in Section 8.7.4 of these specifications.

The program described herein covers out-of-District special needs transportation to a variety of designated locations, and magnet shuttle transportation to varied locations. A description of current contracted services is included in Appendix "A". Additionally, the District reserves the right to utilize the services under this contract for additional similar work during the term of the contract.

- 3.2.2 The Contract will be awarded based upon a review by the District of all elements of the Proposal submitted, including mandatory and voluntary categories of information, and requested alternates. Given the nature of the services, the District reserves the right to award parts of the contract to multiple contractors.

Services to be provided will include the use of either Type II buses, or vehicles with passenger capacities of 9 students or less, solely to be determined by the District. Additionally, to each Special Education designated location the District is requesting prices with and without a bus aide. The District is also requesting the incremental price per day, if any, for providing a lift equipped vehicle instead of the requested Type II. In all cases the prices to be submitted shall include transportation services for a full school day, including both AM and PM sessions. In the event that an unusual occurrence should require only half day services, the stipulated full day price shall be reduced by 50%.

- 3.2.3 For purposes of calculating the Bid awards, and determining the level of the Bid Bond Required, the prices submitted on the "Form of Proposal" will be utilized, in conjunction with the number of days in the school calendar, to calculate the estimated annual cost for each of the five years in the contract period. The school year will be based upon 180 days

for calculation purposes. However, there is no guarantee or minimum number of days included in the contracts. The District will only be responsible to pay for services rendered.

3.2.4 Once the District receives proposals, a Transportation Proposal Review Committee will review each element of the submission. In order to clarify certain elements of a Proposal, or in an effort to modify certain elements in order to better meet the District's needs, the District may meet with one or more Proposers to discuss their Proposals. Any changes to the Proposals that are agreed to by the Proposer will be placed in writing and acknowledged by the Proposer, and will then serve as both a formal modification to the original Proposal and as the basis for any Contract(s) awards.

3.2.5 No cash discount may be offered or quoted by any Proposer.

4. AWARD OF CONTRACT

- 4.1 Each Proposal will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall constitute the terms of a Contract between the successful Proposer and the School District. The Board will present the final Contract to the Successful Proposer/Contractor substantially in the form of the Sample Agreement attached hereto as Appendix D and these Proposal Documents, or as modified pursuant to Section 3.2.3, shall be incorporated into and made a part of the Contract.
- 4.2 The placing in the mail of a notice of award to a successful Proposer, to the address given in the Proposal, will be considered sufficient notice of an award of the Contract.
- 4.3 If the successful Proposer fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract during the duration of the Contract, or in the event a Federal Tax Lien or Levy or any attachment or a judgment lien is placed against the Contractor, or in the event any vehicles employed by the District are repossessed or retaken by a finance company, bank or manufacturer, or encumbered in any way such as to prevent their use for any time period, the Contractor shall be held in breach of contract and the District shall be free to contract with any other person or company for bus service.

In the event that the buses contracted for herein are unavailable for service the Contractor shall be considered in breach of this contract and the District shall be free to contract with any other person or company for transportation services. In addition, one-day cessation of services shall constitute a breach of this agreement provided, however, that this provision shall be inoperative in the event of a labor dispute or causes beyond the control of the Contractor. Cessation of services shall mean the absence from service of more than four vehicles on any day. In the event of a cessation of service because of a labor dispute, strike, or cause beyond the control of the Contractor, the Contractor shall notify the District as soon as such information becomes known to it and the District shall be free to make interim arrangements for transportation services. The Contractor shall cooperate fully in assisting the District to obtain temporary interim service and shall compensate the District for any increase in costs incurred by virtue of this cessation.

If reasonable interim transportation services meeting all requirements cannot be obtained after reasonable efforts by the District and the Contractor within one (1) week of the cessation of service, the District shall have the option of terminating this agreement and taking such action as may be authorized by law. In all cases where the Contractor ceases service for one day or one week in the cases above, the District shall have the unilateral right to declare the Contractor in default and to pursue such remedies as allowed under this contract or under applicable laws.

The successful Proposer shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the School District. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the successful Proposer, as well as attorney's fees incurred in contracting with another party.

Should the successful Proposer fail to remedy any violation of this paragraph, or otherwise be in default of its obligations under the Contract, within 30 days of the written notice of default, the Stamford Public Schools shall be entitled, in its sole discretion, to terminate this Contract or rescind the award of the Proposal, whichever is applicable. In such an event, termination shall be in addition to any and all of the legal remedies available to the School District as set forth in this paragraph 4.3 above.

- 4.4 It is mutually understood and agreed that the successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the School District. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in a LLC, which results in a change in the controlling interest of the Proposer shall be an action that will be considered a contract assignment under this provision.
- 4.5 All of the documents listed in the Table of Contents to the Specifications and Proposal Forms, to include the General Conditions, Specifications, Notice to Proposer, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract documents" shall include all of the aforesaid together with the Contract itself.
- 4.6 Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or any necessary correction.
- 4.7 The District reserves the right to award contracted services to one or more vendors. However, in order to meet the operating requirements of the District, it is understood that the Contract in no way excludes the District from using its own vehicles, drivers, and/or attendants/aides, or services provided by other school districts. The District may also use services from other contractors in the event that the Contractor cannot meet the District's needs, and/or there are specialized services required by the District.
- 4.8 Any Contract awarded hereunder is contingent upon the approval, after review by the Stamford Public Schools and the Connecticut State Department of Education, with respect to technical conformance to said requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said authorities with respect to said technical conformance is received by the District.
- 4.9 No action or failure to act on the part of the School District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the School District is entitled, nor shall such action or failure to act on the part of the School District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- 4.10 The Stamford Public Schools may terminate this Contract any time by a notice in writing from the Stamford Public Schools to the Contractor. If the Contract is terminated by the Stamford Public Schools as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. The implementation of this termination clause would pertain to the lack of appropriate funding to operate the transportation program, or for "cause" due to violations of the operating requirements consistent with the terms in these specifications. The "lack of funding" or "cause" descriptions do not preclude any other rights afforded the Stamford Public Schools under the terms as specified in the Specifications or subsequent contract documents, or as provided for in Municipal or State law.

5. GUARANTEES BY THE SUCCESSFUL PROPOSER

- 5.1 The District may at any time by a written order, require the performance of such Extra Work or changes in the work as it may find necessary or desirable. The School District reserves the right to add to, delete from, or otherwise change the number of vehicles, features of vehicles, use of vehicles or length of operating day, and/or the number of days requiring transportation under this contract. The amount of compensation to be paid to the Contractor for any increase or decrease in work or services as so ordered shall be determined by the applicable prices, set forth in the Contract. The District shall not be liable for any extra work or increased compensation unless authorized by the District's written order. The District will only be responsible to pay for services actually rendered.

- 5.2 All material, services, and workmanship shall be subject to inspection, examination and test by the District. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination and tests of services, supplies, materials, and equipment shall be made by the District.

The District reserves the right to reject all material, supplies and workmanship that does not meet its standards.

- 5.3 The successful Proposer warrants and guarantees:

5.3.1 That Proposer is financially solvent, and the Proposer is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.

5.3.2 That Proposer shall procure and maintain solely at its own expense Workers Compensation, Connecticut Disability Insurance, and Connecticut Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the proposed Contract. That it shall procure and maintain, solely at its own expense, such insurance coverages in the amounts and under the conditions set forth in Section 8.4 of the Specifications. Certificates of Insurance, where applicable, will be submitted to the District Office no later than 30 days prior to the initiation of each Contract year.

5.3.3 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any Contract between Contractor and School District.

5.3.4 That it will comply with the Connecticut Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on School District premises, and all other federal, state or local laws, rules or

regulations concerning the handling and disposal of toxic or hazardous substances and wastes.

- 5.3.5 The Proposer will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, or marital status. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.
- 5.3.6 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, country of national origin, age, disability, sexual orientation, or marital status.
- 5.3.7 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies.
- 5.3.8 The Contractor will comply with all provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that Proposer will comply with the Drug and Alcohol Testing Policy of the District.
- 5.3.9 The successful Proposer will comply with any and all other applicable Federal, State, and/or Local laws, rules, and regulations, and the policies and procedures of the Stamford Public Schools.
- 5.3.10 That in the performance of this contract, Contractor is an independent contractor, the School District being interested only in having the transportation services performed. For all purposes of this contract, all drivers, aides and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the Stamford Public Schools, unless otherwise specifically designated by the District. In certain instances, the District may employ nurses or aides directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the vehicles.

6. PAYMENTS

- 6.1 The acceptance by the Contractor of the last payment of the contract term shall be and hereby is a release to the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work.
- 6.2 Payments of any claim shall not preclude the School District from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.
- 6.3 The District may withhold from the Contractor so much of the payment due her/him as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right to apply such withheld

payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.

- 6.4 Any Contract(s) awarded hereunder shall be contingent upon appropriation of funds sufficient to meet the District's operating costs, as budgeted by the Board for each fiscal year. If the sufficient funds as deemed necessary by the Board are not received, or if anticipated revenues of the District from Federal and State sources are reduced, the District reserves the right to cancel the Contract(s) upon fifteen (15) calendar days written notice without further liability to the Contractor(s).
- 6.5 Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. District and Contractor shall meet prior to initiation of contract to develop an invoice form and supporting detail to meet the needs of the District. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis. Such payments shall be made monthly on the basis of services already rendered. If the invoice is received by the fifth business day of a given month, payment will be tendered within 30 days of receipt of invoice. All invoices for services rendered must be submitted within 30 days of providing said services. Delayed billing is not acceptable and will not be honored by the District.

No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost. The District will reimburse the Contractor for the cost of tolls incurred as a part of any necessary routing for the program. No toll costs will be reimbursed for any tolls incurred as a part of any dead head mileage. The cost of such tolls should be submitted with the detailed monthly billing, and receipts must be attached. No payment will be made for vehicles that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the District to be under the control of the Contractor.

The Contractor(s) shall maintain records during the term of the Contract(s) and for 3 years thereafter of the daily services provided to the District on a route by route basis, and shall submit such records upon request by the District for audit in support of each of the monthly invoices.

7. SAVINGS CLAUSE

- 7.1 The successful Proposer shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful Proposer, except for strikes or labor unrest, and which by exercise of reasonable diligence he is unable to prevent. The District shall not be liable to pay for services not rendered by the successful Bidder due to a Force Majeure event. The District shall also have the right to terminate the agreement with the successful Bidder immediately upon written notice of any Force Majeure event, and shall not be liable for payment under such agreement upon termination. The parties stipulate that a Force Majeure event shall include, but not be limited to, building closures or other impacts of the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of this Bid.

8. SPECIFICATIONS

8.1 SCOPE

These specifications are intended to provide for school bus services for the transportation of students for the Stamford Public Schools for the 2021-2022 (7/1/2021-6/30/2022) school year through the 2025-2026 (7/1/2025-6/30/2026) school year, subject to an annual renewal decision by the District.

Each Proposer must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) Proposed. In that regard, all Proposers are invited to review, among other things, the service schedules used in the 2020-21 school year which are on file with the District and available upon request.

It should be noted that the Transportation Program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student needs. Therefore, the District envisions a Proposal based upon a price per vehicle for those vehicles necessary to meet the needs of the program as described herein, billed on a daily basis.

8.2 SCHOOL DISTRICT REPRESENTATIVE

The Superintendent or his designee will represent the Board of Education in all matters pertaining to the performance of this Contract.

8.3 PROPOSAL BOND

Proposer will be required to furnish, at its own expense, a proposal bond or certified check in the amount of \$100,000. The Proposal Bond or certified check will be deposited with the Business Office of the District as a guarantee that the Contract will be signed and delivered by the Proposer, and in default thereof, the amount of such check or proposal bond shall be retained for use of the Stamford Public Schools as liquidated damages on account of such default.

8.4 INSURANCE

Compliance with Insurance Requirements:

8.4.1 Enclosed with the Proposal the Proposer must include a letter from an insurance carrier stating that no less than the minimum limits of insurance required in this Request for Proposal will be met. The insurance carrier must be licensed to do business in Connecticut and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or better.

The City of Stamford, the District, and their respective employees, agents and officers shall be designated as additional insureds under the general liability policy. All insurance maintained shall be primary insurance, not excess or contributory, with respect to any insurance maintained on behalf of the City of Stamford and the District.

8.4.2 The following Minimum insurance must be maintained in force during the term of the Contract by the Contractor at its own expense:

a) Automobile insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is strongly preferred. However, at the District's discretion, a combination of symbols 2, 7, 8, and 9 covering all Owned automobiles and buses and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within the definition of owned vehicles.

A combined single limit of bodily injury and property damage of \$5,000,000 per occurrence is required.

An additional insured endorsement is required. The District, at its sole discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the Stamford Board of Education, City of Stamford and any of their respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

Coverage should be at least equal to the standard ISO CA 00 01 with No manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the District.

b) Commercial General Liability with limits of at least \$5,000,000 per occurrence/\$10,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or CG 2010 naming the Stamford Board of Education, City of Stamford and any of their respective public officials, agents and employees must be included. A Waiver of subrogation in favor of the additional insured must apply.

c) \$10,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, Sexual Misconduct Liability (if separate coverage not endorsed on General Liability), and Employers Liability.

d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.

e) Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of Connecticut law. A waiver of subrogation in favor of the Stamford Board of Education, City of Stamford and any of their respective public officials, agents and employees must be included.

f) Unemployment Insurance coverage is required covering all employees consistent with the requirements of Connecticut law.

g) Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming Stamford Board of Education, City of Stamford and any of their respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.

8.4.3 Said policy or policies shall be primary to any policies of insurance available to the District.

The District and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

8.4.4 The limits as outlined herein are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.

8.4.5 The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverage shall be provided to the Stamford Public Schools no later than August 1st of each contract year, or June 15th of each contract year if Summer Transportation services are being provided. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate. Failure to provide binders in a timely manner shall be considered a contract default.

8.4.6 All insurance certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.

8.4.7 In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

8.5 BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed Contract by the Stamford Public Schools. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the District, and all records shall be kept for a minimum of 3 years following expiration of the Contract. Notwithstanding the foregoing, pursuant to Connecticut law, the Contractor shall maintain accident records for 6 years after any injured student leaves the District. The Contractor shall also allow School District representatives proper access to garage facilities and vehicles for purposes of review and inspection.

8.6 TERM

The award shall be for a five (5) year period, beginning 7/1/2021, and ending with the 2025-2026 school year (June 30, 2026), based on five one (1) year renewal contracts as solely determined by the District. The District is requesting a fixed price proposal for each of the five years, with the exception of the fuel cost inflator as defined in Section 8.7.4 herein. The District reserves the right to utilize these contracted services for additional out-of-district services whether stipulated in this RFP, provided under other contracts, or representing new services for the District.

8.7 CONTRACTOR'S RESPONSIBILITIES

8.7.1 Personnel Matters

All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel, drivers, mechanics, and bus aides must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Department of Motor Vehicles, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Department of Education, State Department of Motor Vehicles regulations, State law, and Board of Education policy.

8.7.1.1 It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not allow any person to drive a vehicle or serve as an aide, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a vehicle or serve as an aide who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. All drivers and aides must understand and speak English. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract.

8.7.1.2 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the School District, solely in its discretion, shall have the right to remove, reject, or direct replacement of any supervisor, dispatcher, driver, or aide. The Board reserves the right, in the exercise of its sound discretion, to reject drivers or aides or to direct that they be replaced, without being limited to considerations of health and driving records. The Board also reserves the right to directly employ certain aides to provide specialized services or medical support to individual students.

8.7.1.3 All office staff, drivers and aides provided by the Contractor pursuant to the Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the District in a positive way.

8.7.1.4 The Contractor must comply with all Local, State, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver, aide employment and bus operation, and Board of Education policies and regulations.

8.7.1.5 Each driver and aide performing services pursuant to the Contract shall be involved in all Safety Programs which are or may be required by the laws, rules and regulations of the State of Connecticut. The Contractor shall employ a qualified "Driver Trainer/Safety Coordinator" who will also personally travel each route with the assigned driver at least once a year to survey not only the driver's performance but route hazards and equipment efficiency. The Driver Trainer/Safety Coordinator will assist in overseeing all background checks, driver and aide training, and road observations. Any

Contractor hereunder must comply particularly with the Regulations of the State of Connecticut as they apply to safety regulations for drivers and aides, and thorough background checks.

- 8.7.1.6 The physical examinations of drivers shall be at the driver's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Motor Vehicles. All drivers must also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.

This Contract includes provision for the Contractor to provide Aides as required by the District. All such aides shall receive all physical examinations and testing as may be required by applicable regulations.

Each driver performing services pursuant to the Contract must undergo the physical examinations and the reports thereof shall be transmitted to the District's Superintendent of Schools, or designee, in writing on the forms prescribed by the District. Should regulations require physical examinations for aides, these will also be the responsibility of the Contractor.

The District reserves the right to have their doctor examine anyone providing service under this Contract with the cost of such examination at District expense.

All employees of the Contractor will be drug-tested prior to employment and randomly thereafter in compliance with all Federal and State laws and regulations. The Contractor will submit proof of drug testing to the Stamford Public Schools for each employee prior to their driving in its transportation system.

Nothing in this section shall be construed to require the Contractor to provide any information, or perform any tests, that would be contrary to any Local, State or Federal regulations or laws.

- 8.7.1.7 The Contractor shall submit to the District no later than 14 days prior to the beginning of each Contract year a list of the names and addresses and Connecticut Driver's License numbers of all regular and substitute drivers employed to provide the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date, and the reason therefore. The Contractor shall submit to the District no later than 14 days prior to the beginning of each Contract year a list of the names and addresses of all regular and substitute bus aides employed to provide the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such bus aide hired or terminated after that date, and the reason therefore. Said updated notices shall be provided to the District within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the Stamford Public Schools. No other drivers or bus aides may be used unless such information is provided to the Board in advance. Said list shall include the designated route/bus assignments for each driver or aide.

- 8.7.1.8 The Contractor shall at all times have stand-by drivers for the operation of spare vehicles in the event of mechanical or other difficulties, or absenteeism, to maintain and provide the services which are required under this Contract. The Contractor shall

provide attendance information to the District upon request. The stand-by drivers must be experienced in the City of Stamford. The available stand-by drivers shall be a minimum of 10% of the driver pool during all AM or PM runs.

- 8.7.1.9 The Contractor shall be responsible for providing practice and instruction to the drivers and aides with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students may be held under the general supervision of the District at such times and in such fashion as may be required by the applicable regulations of this State or the law. Contractor shall also provide all employees mandated training, including but not limited to bloodborne pathogen exposure control training.
- 8.7.1.10 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the prior approval of the District. Additionally, prior to the opening of schools and throughout the year(s), all drivers shall traverse their assigned routes until they become familiar with all stops and roads. Stand-by and substitute drivers shall also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route.
- 8.7.1.11 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract.
- 8.7.1.12 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor shall any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants. Additionally, no smoking is allowed on the vehicles, or on school property, by Contractor's employees prior to or during the provision of services to the District's students. The Contractor is required to fully inform its employees of this provision. The Stamford Public Schools has a "drug free zone" policy on school property.
- 8.7.1.13 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus. Each driver shall be informed of, and comply with, the District's "no-idling" policy while providing services to the District. Each bus shall be equipped with an idle shut-off sensor.
- 8.7.1.14 Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the District, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency. Drivers or other Contractor personnel are specifically precluded from establishing any additional stops without the prior knowledge and approval of the District.
- 8.7.1.15 The Contractor shall provide a dispatcher at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said dispatcher will maintain contact with the District until the last student is off the last vehicle and the dispatcher notifies the District that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for

maintaining services and facilities each day until the District is so notified. The Contractor will also have in place a designated “hot-line” telephone number that can be utilized by District personnel only for emergency contact with the terminal. This dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public.

8.7.1.16 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor’s employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, pursuant to requirements of Section 8.9, the terminal is required to have access to the District’s routing software (VersaTrans) if required by the District. The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate the required software.

8.7.1.17 Some vehicles provided under this contract that are performing home-to-school or special education services (as needed based upon IEP requirements) may include an aide provided by the Contractor. For purposes of this contract, the use of the terms bus attendant, aide, or attendant are interchangeable. All aides must be prepared to assist special education students to and from the threshold of the property, and they must assist the handicapped pupil in entering and leaving the vehicle. While this is not to be construed as requiring aides to carry a pupil, it does mean assisting by lifting legs, carrying books, or otherwise assisting handicapped pupils to enter and leave buses. In addition, drivers must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.

Aides must also perform mandated functions of clearing the danger zones on the outside of buses, and assisting the drivers in the management of students and performance of standard discipline functions. The aide is an important function in meeting State Regulations relative to loading and unloading safety issues, while also enhancing the transportation functions by assisting students in need and supplementing the student management functions on the bus. The Contractor shall provide the aides with appropriate training to meet these important goals.

The Contractor shall be responsible for communicating with aides their responsibilities, and any aide not willing to comply with these requirements shall be removed and replaced.

There may be situations where the District assigns a Bus Aide or Teacher Assistant to a Special Education vehicle or student. The Contractor will facilitate this process.

8.7.2 Vehicles

8.7.2.1 It shall be the responsibility of the Contractor to provide a sufficient number of vehicles, with sufficient capacities to adequately meet the needs of the District. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates as School Transportation Vehicles or School Buses, and be maintained in

safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of the total fleet as spare vehicles, assigned to the Stamford Public Schools and located within reasonable proximity to facilitate a response to a District need within 30 minutes. Stand-by drivers must be available to operate these vehicles, and these vehicles must be able to respond to a vehicle need within 30 minutes.

- a. The 2020-21 program is operating with the following vehicles:

<u>SCHOOL</u>	<u># OF BUSES</u>	<u># OF AIDES</u>	<u># OF STUDENTS</u>	<u>BUS TYPE</u>
CES	6	6	49	TYPE II
ST VINCENT	2	3	6	LIFT – TYPE II
HIGH ROAD	2	2	7	TYPE II
ASD	2	1	5	TYPE II
ACES	2	2	4	VAN
CEDARHURST	1	1	1	VAN
EAGLE HILL	1	1	6	VAN
FOUNDATION	3	3	10	VAN
GREEN CHIMNEYS	2	2	3	VAN
HOPE ACADEMY	2	2	6	VAN
IPPI	5	5	16	VAN

All Type II and passenger vehicles must be air-conditioned with sufficient cooling capacity to maintain a consistent temperature throughout the vehicle.

The District is also requesting the incremental price per day, if any, for the provision of a lift equipped vehicle instead of the requested Type II bus.

The District reserves the right to add additional work under the terms of this contract including but not limited to homeless transportation services, out-of-district magnet services, and such other out-of-district services as required by the District.

- b. Flashing stop arms, front safety crossing control gates, and “Child Check Mate” (or equivalent system) on all Type II vehicles. If equivalent systems are being provided, submit details on equivalent systems.
- c. Two-way radios of **at least** 30-watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated outside the District boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. All radios or cell phones must be utilized consistent with Federal and State usage regulations.

If requested by the District, the Contractor shall provide the District with up to two (2) direct connect cellular telephones that allow direct contact with the system being utilized by the Contractor.

- d. Global Positioning System (GPS) (Zonar or approved equivalent) with advanced stop arm and door opening alerts, and video observation, shall be operational on every bus. The Contractor shall include in their proposal package details on the specific GPS systems to be utilized. The GPS data shall be accessible to the District in a format as required by the District. The contractor shall be responsible to provide a daily listing to the district of the particular asset (bus) assigned to do each route. All GPS data and information must be made available to the District.
- e. All designated vehicles transporting special education students must have seat belts, child restraint seats, harnesses, or other suitable restraints to meet the needs of each such student. In vehicles with wheelchair lifts, the age, make and model of lift must be identified. Additionally, all wheel chairs must be forward facing and be restrained by a five-point restraint system: four floor tie-downs and one over the shoulder restraint. The list of equipment on the buses will be considered in the Proposal evaluation process. Should legislation require child restraints for students being provided service under this contract, it shall be the Contractor's responsibility to provide compliant restraints.
- f. Vehicles used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written consent of the School District. All vehicles must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.
- g. The Superintendent reserves the right to reject vehicles to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.

8.7.2.2 Proposers are required to provide with their Proposal, on Appendix B, the make, model, year, fuel type and seating capacity of each vehicle to be supplied during the initial year of the Contract. If vehicles are to be purchased to fulfill this contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the Proposal.

8.7.3 Facilities

The Proposer shall provide information on the facility or locations that will house and oversee the vehicles to be utilized in the performance of this contract. If the proposed site(s) are not currently under the control of the Proposer (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the site(s) must be submitted. The District reserves the right to inspect the terminal(s) prior to the award of a contract, and periodically during the term of the contract.

8.7.4 Fuel

The Contractor shall be responsible for all fuel utilized to meet the terms and conditions of this contract. However, given the fluctuations in fuel costs, the Proposer shall stipulate on

their Form of Proposal the current price for both gasoline and diesel fuel (as evidenced by receipts), and the estimated annual usage to perform this contract.

For each renewal year of this contract (after the first contract year), the District shall meet with the Contractor to discuss a contract price change which represents a reimbursement for the increase in fuel costs. Any discussions will limit the District's reimbursement to one-half of the demonstrable increase in fuel costs. Any increase for the second contract year will require specific documentation to the first contract year use and costs.

The Contractor is responsible for all documentation required to prove specific fuel usage for the runs performed for the District, and the costs of fuel from one contract year to the next. A determination on the actual cost increase related to fuel usage shall be solely the responsibility of the District. Once a cost increase amount is mutually agreed upon between the parties, the District shall pay 50% of this cost increase by adding an appropriate amount to the daily cost of each vehicle.

The intent of this provision is to allow the Contractor the opportunity to "credit" or "pass-thru" to the District unexpected fuel cost changes on a 50/50 shared basis. **Should the cost of fuel decrease from one contract year to the next, a similar process shall be utilized to allow the calculation of a decrease to the per vehicle cost in a fashion similar to the process description provided above.**

8.7.5 Tolls

The cost of tolls incurred by the Contractor for regularly scheduled routes or trips will be reimbursed by the District upon presentation of receipts. Tolls for any "deadhead" trips will not be reimbursed.

8.7.6 Advertising

Vehicles used in performance of this Contract to transport pupils of the District shall not be used to display, either inside or outside of the vehicle, any advertisement (commercial, political, or other) without the prior written authorization of the Superintendent or his/her designee.

8.7.7 Transition Plan

The Contractor shall implement the Transition Plan that is approved by the Board.

8.7.8 Public Relations

The Contractor will cooperate with the School District in maintaining a quality public relations program with the parents, community and news media so that any pertinent items affecting the transportation program, or the patrons of the School District, can be brought to the attention of the public.

8.8 SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Board of Education, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their

transportation to and from school. All students are to enter and leave vehicles at the curb (except special education students who may have specialized loading requirements), and at no time are pupils to be transported off the public highways, except in compliance with present policy and/or practice.

8.9 ROUTE SCHEDULING

8.9.1 Route scheduling will be the responsibility of the Contractor with all routes subject to the approval of the District.

8.9.2 Both parties to the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Contractor without the prior written permission of the Superintendent or his designee. The District reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges except as provided for within these specifications.

Given the unique requirements of special education transportation, situations may arise which will require additional routes or services. The District will endeavor to provide the Contractor with at least 72 hour notice prior to the initiation of said new service.

8.9.3 The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of Education including the calendars of all other schools for which the District is responsible for furnishing transportation. When schools are closed (for any reason, including "Acts of God"), transportation is to be furnished on such other days as the Board of Education declare official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools including the non-public schools. The list of mandated legal holidays will be published no later than the second week of school.

8.9.4 Transportation to non-public schools could be provided on those days when the public schools are scheduled not to operate. Bus charges must be adjusted for actual vehicle usage for this type of service.

8.9.5 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the District.

8.10 OPERATING MATTERS

8.10.1 District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the School District as set out in the present written policies and rules of the School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District. The District policies are available on the website at:

<https://www.stamfordpublicschools.org/district/board-education/pages/policies-and-regulations>

8.10.2 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in State of Connecticut laws and regulations. The cost of such instruction shall be paid by the Contractor. Additionally, drivers and aides

assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers and aides shall also receive training on the proper methods of securing each type of wheelchair transported under these Contracts.

- 8.10.3 Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction to the drivers and aides with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Such drills shall be held at such times and in such fashion as may be required by law. The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the District. All training must meet or exceed the mandates included in the policies of the Stamford Public Schools.
- 8.10.4 Emergency Closings: The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the District.
- 8.10.5 Driver's Daily Reports: If required by the Superintendent or his/her designee, each bus driver shall file a daily report on a form approved by the Superintendent describing road condition, pupil behavior, and mechanical condition of the bus, which forms are to remain open for inspection by the Superintendent or her/his agent during business hours.
- 8.10.6 Rights To Property: As a condition of this Contract, the Contractor agrees to allow School District Administrative personnel or their authorized representative(s) on any property connected with the service provided to the School District for the purpose of inspection at any time. The Contractor shall also make the garage facility available for inspection of equipment by school personnel.
- 8.10.7 Only those children, adults or other person(s) authorized by the District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the District before agreeing to undertake the transportation of pupils for other districts, schools or individuals in conjunction with the trips specified in this Contract, and to furnish the District with copies of each such related Contract with another school, district or individual for such transportation. The District reserves the right to assign students from other school districts to buses/routes. The District reserves the right to require financial credit against stipulated vehicle charges for any additional services provided by the Contractor to other parties. The amount of the credit will be determined based upon discussions between the District and the Contractor.

8.11 BASE PROGRAM PROPOSAL

The Base Program Proposal for the Out-of-District Special Needs Transportation shall be for the 2020-2021 school year consisting of services and routes as described in Appendix "A".

8.12 CHANGES IN BASE PROGRAM

Should changes in the District operation require an increase or decrease in the number of vehicles needed to properly operate the program, the Contract shall be amended to reflect the change by using the Proposal amount quoted per vehicle per day on the "Form of Proposal". Such modifications shall reflect the appropriate renewal increases.

The District must be notified within 10 days of any changes in vehicle times that will result in a change in Contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications.

8.13 COMPLIANCE REQUIREMENTS

8.13.1 COMPLIANCE WITH TITLE IX REGULATIONS

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the District requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully with Title IX.

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

8.13.2 COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the District requires that any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully.

8.14 TERMINATION OF CONTRACT BY BOARD

The Stamford Public Schools may cancel this contract for breach, as determined by the Stamford Public Schools, which will consider such items as, but not limited to: insufficient insurance coverage, failure to provide required reports, failure to enforce required standards of service, or quality of service is unsatisfactory to the Stamford Public Schools. This may include any cessation or diminution of service including, but not limited to, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise; any substantial change in ownership or proprietorship of the contractor which in the opinion of the Stamford Public Schools is not in its best interest; or failure to comply with the terms of the contract. The Stamford Public Schools will provide five (5) calendar days written notice of contract breach and unless within five (5) calendar days such neglect has ceased and arrangements made to correct, the Stamford Public Schools may cancel the contract by giving ten (10) days' notice, in writing, by registered or certified mail of its cancellation of this contract. Should the Stamford Public Schools breach any terms or provisions of this contract, the contractor will serve written notice on the Stamford Public Schools setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar

days after receiving such notice, the allegation will be contested or such breach will cease and arrangements are made for corrections, the contractor or the Stamford Public Schools may cancel the contract by giving ten (10) days' notice, in writing, by registered or certified mail of its cancellation of this contract.

The Stamford Public Schools represents that: (1) it has substantial funds appropriated in its FY 2020-2021 budget (7-1-20 to 6-30-21) for school bus transportation; (2) it shall seek sufficient appropriations in subsequent Fiscal Years to fully fund the cost of a successor Contract for school bus transportation; and (3) it will use good faith efforts to obtain the required appropriations. If the Stamford Public Schools determines, in its sole discretion, that it lacks adequate funds to pay part or all of the payments required for school bus transportation services, the Stamford Public Schools' obligation to make payments under the terms of a Contract resulting from this RFP will terminate as of the date funding is exhausted without further obligation to either the Stamford Public Schools or the Contractor.

If the Contract is terminated by the Stamford Public Schools as provided herein, the Contractor will be paid for services actually and satisfactorily rendered by Contractor prior to the date of termination, less any damages, costs and expenses incurred by the Stamford Public Schools as a result of Contractor's breach. Any pre-payments made to the Contractor by the District pursuant to the terms of these specifications will be adjusted and any monies that should be refunded to the District will be remitted within 15 days. The contract termination descriptions do not preclude any other rights or remedies afforded the Stamford Public Schools under the Contract, at law or in equity.

8.15 CONTRACTOR'S DEFAULT

If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board; (a) has failed to provide the level of services required under the Contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance required in the Contract; (j) fails to provide the Performance Bond required by the Contract; or (k) fails to comply with any other term or condition contained in the Contract, the Board shall have the right to terminate the Contract upon written notice to the Contractor.

The above remedies are in addition to any other remedies the Board may have.

In the event of cancellation of the Contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying the Board for costs incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original Contract, irrespective of the Performance Bond.

In addition, in the event that the buses contracted for herein are unavailable for service, the Contractor shall be considered in default and the School District shall be free to contract with any other person or company for bus service. In addition, one-day cessation of bus services shall constitute a default of the Contract. Cessation of bus services shall mean the absence from service of more than four (4) vehicles on any day. Notwithstanding the foregoing, the School District shall have sole discretion as to whether or not to enforce the requirements of this paragraph. In the event

that the School District determines not to enforce the requirements of this paragraph on any given occasion, said determination shall not establish a precedent, nor shall it constitute a waiver of the requirements of this paragraph, and the School District shall have authority to thereafter enforce the requirements of this paragraph with respect to any future default.

In the event of a cessation of service because of a labor dispute, strike, or other cause beyond the control of the Contractor, the Contractor shall notify the School District as soon as such information becomes known to it, and the School District shall be free to make interim arrangements for bus service. The Contractor shall obtain temporary interim service and shall compensate the School District for any increase in costs incurred by virtue of this cessation. If reasonable interim bus service meeting all requirements cannot be obtained after reasonable efforts by the Contractor within five (5) school days of the cessation of service, the School District shall have the option of terminating the Contract, calling the performance bond and/or other security or taking such action as may be authorized by law.

In all cases where the Contractor ceases service for one or more school days, the School District shall also have the unilateral right to declare the Contractor in default and call for the performance of the surety under the bond or other security; and any performance bond submitted with the Contract to the School District shall so specifically state.

8.16 NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Stamford Public Schools and Contractor agree that in certain circumstances, the actual amount of damages incurred by the School District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Stamford Public Schools may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. These damages accrue in addition to the Stamford Public School's expectation that it will not pay for any services that have not been provided. It is not the District's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any liquidated damages, the District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages.

In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this Contract:

8.16.1 If at any time the Contractor does not provide the required number of buses, drivers or aides necessary under the Contract, the Board of Education may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$100.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section.

8.16.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 30-minute reporting requirement, the District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.

- 8.16.3 This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.
- 8.16.4 If at any time the Contractor uses a driver or aide in the performance of this Contract who has not been approved by the District and/or does not meet the requirements of the State of Connecticut, the Contractor is liable for deductions of \$150.00 per day from the monthly billing for service for each person so employed, plus the per diem cost for the vehicle for that day.
- 8.16.5 In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the Stamford Public Schools shall have the right to secure such other transportation as may be necessary and charge the incremental cost of same to the account of the Contractor.
- 8.16.6 The District requires that all buses that are utilized in the performance of this Contract(s) have operating and active radios, or comparable communication devices (cellular phones). A \$100 per day per bus liquidated damage shall be assessed for any vehicle which does not comply with this requirement.
- 8.16.7 The District requires that at all Type I and Type II buses have operable digital cameras. A \$100 per day per bus liquidated damage may be assessed for any bus that violates this mandate. A similar liquidated damage will be assessed for any bus that violates the operable GPS mandate.
- 8.16.8 The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the District, the Contractor may be assessed a \$100 per day per bus liquidated damage. Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of this contract, will result in liquidated damages of \$50 per day plus the per diem cost of the vehicle.
- 8.16.9 The Terminal Manager and/or Dispatcher are precluded from driving duties or maintenance duties, except in an emergency as determined solely by the District. Should either the Manager or Dispatcher drive one or more routes without the prior approval of the District, the District reserves the right to not pay for that portion of the run operated, plus assess a \$50 per occurrence liquidated damage.
- 8.16.10 Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the District duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the District for the trip, a \$50 per missed trip liquidated damage deduction from any payments due to the Contractor under this Contract, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.). If a bus is more than 15 minutes late for any aspect

of a scheduled trip, the District reserves the right to assess a \$50 per trip liquidated damage for the late arrival.

However, the District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles or drivers to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles or drivers, and must notify the District at the earliest possible date/time of the potential shortage. No penalty would be charged in this situation. It must be understood that this clause only refers to vehicles. The Contractor is expected and required to have a sufficient staff to meet the District's needs.

8.16.11A reliable transportation system is important to meet the education requirements of the students and the District. To this end, students must be picked up in the AM in a timely and consistent manner, and students must be delivered home in the PM in an efficient manner. No bus is permitted at a school in the AM more than 15 minutes prior to the bell time without permission from the District's Transportation Office. In the PM, a bus is not "late" on the 2nd and 3rd tiers until 15 minutes past the bell time. A vehicle which violates the AM or PM time standard may be assessed a liquidated damage of \$50 per occurrence. Should situations beyond the control of the Contractor cause the late pick-up in the PM (weather; traffic), the liquidated damage will not be assessed. No damages will be assessed for delays or "lateness" during the first two weeks of each school year.

8.16.12It is understood and agreed by the Contractor that the assessment of non-performance liquidated damages shall be in addition to the right of the School District to terminate this Contract and that in the event of termination, the above liquidated damages will be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the District under this Contract, in law and equity.

The District shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$2,500 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation, the District will provide the Contractor notice of liquidated damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the District's determination.

It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this contract, or by exercising the provisions of this contract in a particular way, shall not be deemed to have waived any of its rights or the contract requirements despite any previous nonexercise or waiver.

8.17 ACTS NOT IN CONTROL OF PARTIES: Neither party shall be held responsible to the other for any damages resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the Contractor, and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest.

8.18 NO ASSIGNMENT BY CONTRACTOR: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or

corporation, without the prior written consent of the School District. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in a LLC, which results in a change in the controlling interest of the Contractor shall be an action that will be considered a contract assignment under this provision.

- 8.19 INCORPORATION OF DOCUMENTS: All of the documents listed in the Table of Contents to the Specifications and Proposal Forms, to include the General Conditions, Specifications, Notice to Proposer, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract documents" shall include all of the aforesaid together with the Contract itself.
- 8.20 OTHER CONTRACTORS: It is the School District's desire and intention to award a contract to one Contractor. However, in order to meet the operating requirements of the School District, it is understood that the Contract in no way excludes the School District from using its own vehicles, drivers, aides, or services provided by other School Districts. The School District may also use services from other contractors in the event that the Contractor cannot meet the School District's needs.
- 8.21 NO WAIVER: No action or failure to act on the part of the School District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the School District is entitled, nor shall such action or failure to act on the part of the School District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 8.22 GOVERNING LAW: This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut without regard to its conflicts of laws principles.

APPENDIX "A"

PROGRAM DESCRIPTION

DESCRIPTION OF 2020-2021 SCHOOL YEAR

During the 2020-2021 school year, the Out of District Special Needs transportation needs are provided by two separate contractors.

Following is a description of the current year transportation program with destination schools/locations, type of vehicle and service requirements:

Existing O/D SPED Transportation from Stamford to:

<u>SCHOOL</u>	<u># OF BUSES</u>	<u># OF AIDES</u>	<u># OF STUDENTS</u>	<u>BUS TYPE</u>
CES	6	6	49	TYPE II
ST. VINCENT	2	3	6	LIFT - Type II
HIGH ROAD	2	2	7	TYPE II
ASD	2	1	5	TYPE II
ACES	2	2	4	VAN
CEDARHURST	1	1	1	VAN
EAGLE HILL	1	1	6	VAN
FOUNDATION	3	3	10	VAN
GREEN CHIMNEYS	2	2	3	VAN
HOPE ACADEMY	2	2	6	VAN
IPPI	5	5	16	VAN

All Type II and passenger vehicles must be air-conditioned with sufficient cooling capacity to maintain a consistent temperature throughout the vehicle.

The District is also requesting the incremental price per day, if any, for the provision of a lift equipped vehicle instead of the requested Type II bus.

The District reserves the right to add additional work under the terms of this contract including but not limited to homeless transportation services, out-of-district magnet services, and such other out-of-district services as required by the District.

APPENDIX “C”

Stamford Public Schools Transportation Policies

District policies are available on the District website at:

<https://www.stamfordpublicschools.org/district/board-education/pages/policies-and-regulations>

APPENDIX “D”

SAMPLE AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 2021, is by and between the **STAMFORD PUBLIC SCHOOLS** (hereinafter the “SPS”), a municipal school system organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, 5th Floor, Stamford, Connecticut, and acting herein Dr. Tamu Lucero, its duly authorized Superintendent, and _____ (hereinafter the “Contractor”), a _____ with a principal place of business located at _____ and acting herein by _____, its duly authorized _____.

WITNESSETH

WHEREAS, The SPS solicited Request for Proposals No. 21-01 for Out-of-District Special Needs Transportation Services;

WHEREAS, The Contractor submitted a proposal in response to said Request for Proposals; and

WHEREAS, The SPS has accepted the Contractor’s proposal for said work pursuant to the terms hereinafter set forth;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS. The above terms and conditions are contractual in nature and not merely recitals and are hereby incorporated into this Agreement;

2. CONTRACT DOCUMENTS AND SCOPE OF SERVICES. The Contract Documents consist of this Agreement and the following Exhibits that, combined, define the duties, functions, obligations, responsibilities, and tasks of the Scope of Services:

Exhibit A – The SPS’ RFP No. 21-01; and

Exhibit B – The Contractor’s Proposal;

both attached hereto and hereby made a part hereof as if fully set forth herein;

3. NO EXCLUSIVE RIGHT TO WORK. Nothing contained herein shall grant the Contractor an exclusive right to perform the work of this Agreement. The SPS may enter into similar agreements with other contractors at its sole discretion on an as-needed basis;

4. COMPENSATION. The Contractor shall be compensated for the services set forth in Section 2, above, at the rates set forth in the Contractor’s Proposal, attached hereto as Exhibit B;

5. TERM. The Term of this Agreement shall commence on July 1, 2021, and terminate one (1) year thereafter. The parties may, by mutual agreement, extend the Term of this Agreement for four (4), additional years provided that all other terms of this Agreement remain the same. No such extension shall be for greater than one (1) year and, under no circumstances, shall the entire Term of this Agreement, including any extension years, exceed five (5) years;

6. REPRESENTATIONS. The Contractor represents that it is qualified in relation to the work to be performed under this Agreement and further represents that it has the requisite skill, expertise, and

knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work. The Contractor hereby acknowledges that the SPS has relied upon said representations in entering into this Agreement;

7. CAPACITY/INDEPENDENT CONTRACTOR. Contractor is acting as an independent contractor and is not an employee of the SPS. This Agreement is for services only and does not create a partnership or joint venture between the Contractor and the SPS. The SPS shall not be required to pay, or make any contribution to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all state, local, and federal taxes related to payments made to the Contractor under this Agreement.

8. INDEMNIFICATION. The Contractor shall indemnify, hold harmless and, at the SPS' option, defend the SPS, the City of Stamford and their officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Contractor, or loss of or damage to property, resulting directly or indirectly from the Contractor's negligent performance pursuant to this Agreement, or by any negligent omission to perform some duty imposed by law or this Agreement upon the Contractor, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, shall not be limited by reason of any insurance coverage required pursuant to this Agreement, and shall survive the termination of this Agreement;

9. INSURANCE. The Contractor shall procure, at its sole expense, and maintain for the entire term of this Agreement, including any extensions, insurance coverages as set forth in the SPS' Request for Proposals No. 21-01 attached hereto as Exhibit A;

10. LIMITATION OF LIABILITY. The Contractor's sole remedy for SPS delays shall be an extension of time to complete the work and the Contractor hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit;

11. ASSIGNMENT. The Contractor shall not assign or transfer any portion of the work set forth herein without the prior written approval of the SPS;

12. SUBCONTRACTING. Aside from those subcontractors disclosed in the Contractor's Proposal, attached hereto as Exhibit B, the Contractor is prohibited from further subcontracting the work of this Agreement or any part of it unless the SPS first approves such subcontracting in writing and approves, in writing, of the specific subcontractor(s) the Contractor proposes to be used. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should the SPS approve of a proposed subcontractor, the Contractor agrees to comply with the City of Stamford Code of Ordinances § 103.4;

13. REVIEW OF WORK. The Contractor shall permit the SPS, its agents and/or employees to review, at any time, all work performed pursuant to the terms of this Agreement at any stage of the work;

14. BOOKS AND RECORDS. The Contractor shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this Agreement, settlement of claims, or any other matter pertaining to the Contractor's demand for compensation by the SPS for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement;

15. CONTRACT EXTRAS. Pursuant to the City of Stamford Code of Ordinances, Section 23-18.4 C., it is specifically understood and agreed by the Contractor that all contract extras regarding this Agreement shall be governed by the City of Stamford Charter and/or Code of Ordinances. The SPS shall not be liable

for payment of any additional costs, except as otherwise expressly set forth in this Agreement, unless the provisions of the City of Stamford Charter and/or Code of Ordinances are fully complied with. The City of Stamford Charter and Code of Ordinances can be found at www.municode.com;

16. COMPLIANCE WITH CITY OF STAMFORD CODE PROVISIONS. The Contractor hereby agrees to fully comply, to the extent applicable, with the requirements of the City of Stamford Code of Ordinances, Sections 103-1 through 103-10, regarding Contractors in general. The provisions of the City of Stamford Code of Ordinances can be found at www.municode.com ;

17. TERMINATION.

- A. **TERMINATION FOR CAUSE, SANCTIONS AND PENALTIES.** If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Contractor shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, the SPS shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by the Contractor pursuant to its performance under this Agreement shall, at the option of the SPS, become the SPS' property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Contractor shall not be responsible for any claims resulting from the SPS' use of the documents on another project or changes made to the documents without the Contractor's express written permission;

The term "cause" includes, without limitation the following:

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If the Contractor fails to perform to the SPS' satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If the SPS reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should the SPS terminate this Agreement for cause, the Contractor shall not be relieved of liability to the SPS for any damages sustained by the SPS by virtue of any breach of this Agreement by the Contractor and the SPS may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount of damages due the SPS from the Contractor is determined. Further, if applicable, the SPS shall have the right to:

- 1) Complete the work of this Agreement, or any part thereof, either by itself or by other contractors, at the expense of the Contractor;
- 2) Purchase the products or services that are the subject of this Agreement elsewhere and hold the Contractor responsible for any increase in cost;
- 3) Pursue any equitable remedy, including, but not limited to, specific performance or injunction; and/or

- 4) Disqualify the Contractor from bidding on, submitting proposals for, or being awarded any SPS contract for a period not to exceed two (2) years from the date of such termination;

B. **TERMINATION FOR CONVENIENCE.** The SPS may terminate this Agreement at any time the SPS determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The SPS shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the SPS, become property of the SPS. If the Agreement is terminated by the SPS as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the SPS' right of set off for any damages pursuant to the terms of the Agreement;

18. DISPUTE RESOLUTION.

A. **EXECUTIVE MEETING.** The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement (“Claims”) through a meeting of the chief executives of each party, or their respective designees (“Executive Meeting”).

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

B. **MEDIATION.** Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- C. **ARBITRATION.** Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the SPS, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

- D. **PERFORMANCE DURING DISPUTE.** Unless otherwise directed by the SPS, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
- E. **CLAIMS FOR DAMAGES.** Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

19. COMPLIANCE WITH LAWS. The Contractor shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, statutes, policies and procedures.

20. CONFIDENTIALITY. During and after the term of this Agreement, the Contractor, including, without limitation, its employees, agents, servants and representatives, shall not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity of any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interest of the SPS, any financial, administrative or other confidential business information, except as require by law.

21. STUDENT DATA PRIVACY. To effectuate the transfer of data subject to FERPA, if applicable, the Contractor agrees and acknowledges as follows:

- A. The Contractor shall ensure compliance in all respects with the provisions of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g, (“FERPA”) including any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal or state law or regulation.
- B. Student information, student records and student-generated content, as those terms are defined pursuant to Connecticut General Statutes §10-234aa (collectively “student data”), are not the property or under the control of the Contractor;

- C. The SPS shall have access to and may request the deletion of student data in the possession of the Contractor except when 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, provided the SPS may request the deletion of any such student data if such copy has been used by the operator to repopulate accessible data following a disaster recovery; at any time by notifying the Contractor, in writing, of such request and identifying the information to be deleted;
- D. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement;
- E. The procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct erroneous information, if any, in such student record is set forth in the City of Stamford Board of Education Policy, with specific reference to Policy 5115 (as may be amended from time to time) and its associated Regulation(s), a copy of which may be found at <http://www.stamfordpublicschools.org/district/board-education/pages/policy-handbook>.
- F. The Contractor shall take actions designed to ensure the security and confidentiality of student data;
- G. The Contractor shall adhere to the following procedures to notify the SPS in the event that there has been an unauthorized release, disclosure or acquisition of student data:
 - 1. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, the Contractor shall notify, without unreasonable delay, but not more than thirty days after such discovery, the SPS in writing through its Superintendent of Schools and Corporation Counsel of such breach of security. During such thirty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.
 - 2. Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, the Contractor shall notify, without unreasonable delay, but not more than sixty days after such discovery, the SPS of such breach of security. During such sixty-day period, the Contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the Contractor's data system.
- H. Student data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and the SPS, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student-generated content.

- I. All student-generated content shall be the property of the student or the parent or legal guardian of the student.
- J. The Contractor shall implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164. 312, as amended from time to time, and (3) otherwise meet or exceed industry standards.
- K. The Contractor shall not use (1) student data for any purposes other than those authorized pursuant to this Agreement, or (2) personally identifiable information contained in student data to engage in targeted advertising.
- L. The parties agree that this Agreement controls over any inconsistent terms of conditions contained within any other agreement entered into by the parties concerning student data.
- M. If a court of competent jurisdiction finds that any provision of this Agreement is invalid, illegal or unenforceable, in any respect, then such invalidity, illegality or unenforceability shall not affect or impair any other remaining provisions of this Agreement, which shall remain in full force and effect. Moreover, if a court of competent jurisdiction finds that any provision of this Agreement is excessively broad, then such provision shall be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

22. SETOFF OF PROPERTY TAXES OWED TO THE CITY OF STAMFORD. Pursuant to the City of Stamford Code of Ordinances Section 23-18.4.1 and Section 12-146b of the Connecticut General Statutes, as amended, the Contractor hereby acknowledges that the City of Stamford shall have the right to set-off or withhold any payment, or portion thereof, due to the Contractor pursuant to this Agreement if any taxes levied by the City of Stamford against any property, both real and personal, owned by the Contractor are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Contractor pursuant to this section shall be applied to the Contractor's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding;

23. GIFTS. During the term of this Agreement, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its members, officers, directors, employees, and owners of more than 5% equity in the Contractor; and

24. CODE OF ETHICS. The Contractor shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an "employee", as defined in that Chapter, strictly for the purpose of compliance thereto. The Contractor is prohibited from using its status as a Contractor to the SPS to derive any interest(s) or benefit(s) from other individuals or organizations.

25. MORALS CLAUSE. Neither the Contractor, the Contractor's Representatives nor the Contractor's key personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect

the community and/or the reputation and goodwill associated with the SPS or the City of Stamford. If the Contractor, the Contractor's Representative or the Contractor's key personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the SPS or the Contractor is accused of performing or committing any act which could adversely impact the Contractor's events, programs, services, or reputation, the SPS shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within which period the Contractor may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the SPS at its sole discretion;

26. NON-APPROPRIATION. The Contractor acknowledges that the SPS is a municipal corporation, that the SPS' obligation to make payments under this Agreement is contingent upon the appropriation by the Stamford Board of Education of funds sufficient for such purposes for each budget year in which the Agreement is in effect, and that the SPS may terminate this Agreement by way of written notice to the Contractor if sufficient funds to provide for the payment(s) hereunder are not so appropriated;

27. GOVERNING LAWS. The parties deem this Agreement to have been made in the City of Stamford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Fairfield, at Stamford, only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. The Contractor hereby waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding;

28. INTERPRETATION. The Contractor agrees that, in the event of any ambiguity between the terms of this Agreement and any of the incorporated Exhibits, the SPS, in its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence, except for those terms relating to the scope of the work or pricing, to which such terms this section shall not apply; and

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

STAMFORD PUBLIC SCHOOLS

Print:
Witness

By: _____
Dr. Tamu Lucero, Superintendent

Date: _____

Print:
Witness

CONTRACTOR

Print:
Witness

By: _____

Date: _____

Print:
Witness

Approved as to Form:

Approved as to Insurance:

Chris Dellaselva
Asst. Corp. Counsel

David Villalva
Risk Manager

Date: _____

Date: _____

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY STAMFORD PUBLIC SCHOOL DISTRICT, STAMFORD PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION, CITY OF STAMFORD, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE STAMFORD PUBLIC SCHOOL DISTRICT OR CITY OF STAMFORD FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- (A) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE WHEREIN IT IS FINALLY DETERMINED THAT THE STAMFORD PUBLIC SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE GROSSLY NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT;
- (B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT;
- (C) FINES, PENALTIES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY OR LEVIED AND ASSESSED AGAINST THE STAMFORD PUBLIC SCHOOL DISTRICT, THE STAMFORD PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION, THE CITY OF STAMFORD, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE STAMFORD PUBLIC SCHOOL DISTRICT IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE STAMFORD PUBLIC SCHOOL DISTRICT, STAMFORD PUBLIC SCHOOLS BOARD OF EDUCATION, THE CITY OF STAMFORD, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE STAMFORD PUBLIC SCHOOL DISTRICT ON ANY SUCH CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT, FINE OR PENALTY WHICH MAY BE RENDERED OR ASSESSED AGAINST THE STAMFORD PUBLIC SCHOOL DISTRICT, STAMFORD PUBLIC SCHOOLS BOARD OF EDUCATION, THE CITY OF STAMFORD, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE STAMFORD PUBLIC SCHOOL DISTRICT ARISING OUT OF ANY SUCH CLAIM OR DEMAND.

THE ASSUMPTION OF DEFENSE, INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR; PROVIDED HOWEVER, THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, DEMAND, FINE OR PENALTY WHEREIN IT IS FINALLY DETERMINED THAT THE STAMFORD PUBLIC SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

Signature _____ Date _____

Sworn to before me this ___ day of _____, 20__

(NOTARY PUBLIC)

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2.3. of the Stamford Public Schools transportation Request for Proposal (RFP #21-01), the undersigned hereby acknowledges the following:

- a. If requested, the stipulated financial information will be provided within 72 hours of the District’s request.
- b. Information relative to any pending lawsuits, judgments and/or liens has been provided. YES NO If NO, the Bidder stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: _____

- c. Information on any bankruptcy filings has been submitted. YES NO If NO, the Bidder stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: _____

- d. Information on any denials of Performance Bonds has been submitted. YES NO If NO, the Bidder stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: _____

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____



P.O. Box 9310, Stamford, CT 06904
Offices at 888 Washington Blvd. Phone (203) 977 - 4105
www.stamfordpublicschools.org
Earl Kim, Superintendent of Schools

EQUAL EMPLOYMENT OPPORTUNITY

1. Notification to Bidders

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that

it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.



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Offices at 888 Washington Blvd. Phone (203) 977 - 4105
www.stamfordpublicschools.org
Tamu Lucero, Superintendent of Schools

GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

STUDENT TRANSPORTATION SERVICES
FORM OF PROPOSAL
January YY, 2021

STAMFORD PUBLIC SCHOOLS
PURCHASING & FINANCE DEPARTMENT, 3RD FLR
888 WASHINGTON BLVD
STAMFORD, CT 06901

**CONTRACT
PRICES**

HAVING CAREFULLY EXAMINED THE PROPOSAL DOCUMENTS, THE CONTRACT DOCUMENTS, THE ROUTES, SCHEDULES, BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF SCHOOLS, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES AND WORK, THE UNDERSIGNED _____ (Company Name) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES AND WORK FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE PROPOSAL DOCUMENTS AND CONTRACT DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____

MY PROPOSAL WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE PROPOSAL DOCUMENTS.

BASE PRICE

TO PROVIDE OUT-OF-DISTRICT SPECIAL NEEDS AND MAGNET SHUTTLE TRANSPORTATION SERVICES FOR THE STAMFORD PUBLIC SCHOOLS AS SPECIFIED.

CONTRACT YEAR (2021/2022)
OUT-OF-DISTRICT SERVICES

(For definition of pricing categories, see section 3.2.2 in the Specifications)

DESTINATION (TOWNS)	TYPE II	TYPE II WITH AIDE	9 PASSENGER	9 PASS WITH AIDE
BREWSTER, NY	\$	\$	\$	\$
BRIDGEPORT, CT	\$	\$	\$	\$
DANBURY, CT	\$	\$	\$	\$
DARIEN, CT	\$	\$	\$	\$
ESSEX, CT	\$	\$	\$	\$
FAIRFIELD, CT	\$	\$	\$	\$
GREENWICH, CT	\$	\$	\$	\$
HAMDEN, CT	\$	\$	\$	\$
HARTFORD, CT	\$	\$	\$	\$
KENNEDY AIRPORT (NY)	\$	\$	\$	\$
MERIDEN, CT	\$	\$	\$	\$
MILFORD, CT	\$	\$	\$	\$
MONROE, CT	\$	\$	\$	\$

DESTINATION (TOWNS)	TYPE II	TYPE II WITH AIDE	9 PASSENGER	9 PASS WITH AIDE
MT. KISCO, NY	\$	\$	\$	\$
MYSTIC, CT	\$	\$	\$	\$
NAUGATUCK, CT	\$	\$	\$	\$
NEW BRITAIN, CT	\$	\$	\$	\$
NEW CANAAN, CT	\$	\$	\$	\$
NEW HAVEN, CT	\$	\$	\$	\$
NEW LONDON, CT	\$	\$	\$	\$
NEW YORK CITY, NY	\$	\$	\$	\$
NORWALK, CT	\$	\$	\$	\$
ORANGE, NJ	\$	\$	\$	\$
RIDGEFIELD, CT	\$	\$	\$	\$
RYE, NY	\$	\$	\$	\$
SHELTON, CT	\$	\$	\$	\$
STRATFORD, CT	\$	\$	\$	\$
STURBRIDGE, MA	\$	\$	\$	\$
TARRYTOWN, NY	\$	\$	\$	\$
TRUMBULL, CT	\$	\$	\$	\$
VALHALLA, NY	\$	\$	\$	\$
WATERBURY, CT	\$	\$	\$	\$
WEST HAVEN, CT	\$	\$	\$	\$
WEST POINT, NY	\$	\$	\$	\$
WESTON, CT	\$	\$	\$	\$
WESTPORT, CT	\$	\$	\$	\$
WHITE PLAINS, NY	\$	\$	\$	\$
WILTON, CT	\$	\$	\$	\$
YONKERS, NY	\$	\$	\$	\$

AITE MAGNET SHUTTLE

DESTINATION (TOWNS)	TYPE II	9 PASSENGER
DARIEN, CT	\$	\$
GREENWICH, CT	\$	\$
RIDGEFIELD/REDDING/WILTON	\$	\$
Towns are subject to change. District reserves the right to utilize the pricing submitted for the Out-of-District SPED for any new destinations.		

**CONTRACT YEAR (2022/2023)
OUT-OF-DISTRICT SERVICES**

(For definition of pricing categories, see section 3.2.2 in the Specifications)

DESTINATION (TOWNS)	TYPE II	TYPE II WITH AIDE	9 PASSENGER	9 PASS WITH AIDE
BREWSTER, NY	\$	\$	\$	\$
BRIDGEPORT, CT	\$	\$	\$	\$
DANBURY, CT	\$	\$	\$	\$
DARIEN, CT	\$	\$	\$	\$
ESSEX, CT	\$	\$	\$	\$
FAIRFIELD, CT	\$	\$	\$	\$
GREENWICH, CT	\$	\$	\$	\$
HAMDEN, CT	\$	\$	\$	\$
HARTFORD, CT	\$	\$	\$	\$
KENNEDY AIRPORT (NY)	\$	\$	\$	\$
MERIDEN, CT	\$	\$	\$	\$
MILFORD, CT	\$	\$	\$	\$
MONROE, CT	\$	\$	\$	\$
MT. KISCO, NY	\$	\$	\$	\$
MYSTIC, CT	\$	\$	\$	\$
NAUGATUCK, CT	\$	\$	\$	\$
NEW BRITAIN, CT	\$	\$	\$	\$
NEW CANAAN, CT	\$	\$	\$	\$
NEW HAVEN, CT	\$	\$	\$	\$
NEW LONDON, CT	\$	\$	\$	\$
NEW YORK CITY, NY	\$	\$	\$	\$
NORWALK, CT	\$	\$	\$	\$
ORANGE, NJ	\$	\$	\$	\$
RIDGEFIELD, CT	\$	\$	\$	\$
RYE, NY	\$	\$	\$	\$
SHELTON, CT	\$	\$	\$	\$
STRATFORD, CT	\$	\$	\$	\$
STURBRIDGE, MA	\$	\$	\$	\$
TARRYTOWN, NY	\$	\$	\$	\$
TRUMBULL, CT	\$	\$	\$	\$
VALHALLA, NY	\$	\$	\$	\$
WATERBURY, CT	\$	\$	\$	\$
WEST HAVEN, CT	\$	\$	\$	\$
WEST POINT, NY	\$	\$	\$	\$
WESTON, CT	\$	\$	\$	\$
WESTPORT, CT	\$	\$	\$	\$
WHITE PLAINS, NY	\$	\$	\$	\$
WILTON, CT	\$	\$	\$	\$
YONKERS, NY	\$	\$	\$	\$

AITE MAGNET SHUTTLE

DESTINATION (TOWNS)	TYPE II	9 PASSENGER
DARIEN, CT	\$	\$
GREENWICH, CT	\$	\$
RIDGEFIELD/REDDING/WILTON	\$	\$
Towns are subject to change. District reserves the right to utilize the pricing submitted for the Out-of-District SPED for any new destinations.		

CONTRACT YEAR (2023/2024)
OUT-OF-DISTRICT SERVICES

(For definition of pricing categories, see section 3.2.2 in the Specifications)

DESTINATION (TOWNS)	TYPE II	TYPE II WITH AIDE	9 PASSENGER	9 PASS WITH AIDE
BREWSTER, NY	\$	\$	\$	\$
BRIDGEPORT, CT	\$	\$	\$	\$
DANBURY, CT	\$	\$	\$	\$
DARIEN, CT	\$	\$	\$	\$
ESSEX, CT	\$	\$	\$	\$
FAIRFIELD, CT	\$	\$	\$	\$
GREENWICH, CT	\$	\$	\$	\$
HAMDEN, CT	\$	\$	\$	\$
HARTFORD, CT	\$	\$	\$	\$
KENNEDY AIRPORT (NY)	\$	\$	\$	\$
MERIDEN, CT	\$	\$	\$	\$
MILFORD, CT	\$	\$	\$	\$
MONROE, CT	\$	\$	\$	\$
MT. KISCO, NY	\$	\$	\$	\$
MYSTIC, CT	\$	\$	\$	\$
NAUGATUCK, CT	\$	\$	\$	\$
NEW BRITAIN, CT	\$	\$	\$	\$
NEW CANAAN, CT	\$	\$	\$	\$
NEW HAVEN, CT	\$	\$	\$	\$
NEW LONDON, CT	\$	\$	\$	\$
NEW YORK CITY, NY	\$	\$	\$	\$
NORWALK, CT	\$	\$	\$	\$
ORANGE, NJ	\$	\$	\$	\$
RIDGEFIELD, CT	\$	\$	\$	\$
RYE, NY	\$	\$	\$	\$
SHELTON, CT	\$	\$	\$	\$
STRATFORD, CT	\$	\$	\$	\$
STURBRIDGE, MA	\$	\$	\$	\$
TARRYTOWN, NY	\$	\$	\$	\$
TRUMBULL, CT	\$	\$	\$	\$
VALHALLA, NY	\$	\$	\$	\$
WATERBURY, CT	\$	\$	\$	\$
WEST HAVEN, CT	\$	\$	\$	\$
WEST POINT, NY	\$	\$	\$	\$
WESTON, CT	\$	\$	\$	\$
WESTPORT, CT	\$	\$	\$	\$
WHITE PLAINS, NY	\$	\$	\$	\$
WILTON, CT	\$	\$	\$	\$
YONKERS, NY	\$	\$	\$	\$

AITE MAGNET SHUTTLE

DESTINATION (TOWNS)	TYPE II	9 PASSENGER
DARIEN, CT	\$	\$
GREENWICH, CT	\$	\$
RIDGEFIELD/REDDING/WILTON	\$	\$
Towns are subject to change. District reserves the right to utilize the pricing submitted for the Out-of-District SPED for any new destinations.		

**CONTRACT YEAR (2024/2025)
OUT-OF-DISTRICT SERVICES**

(For definition of pricing categories, see section 3.2.2 in the Specifications)

DESTINATION (TOWNS)	TYPE II	TYPE II WITH AIDE	9 PASSENGER	9 PASS WITH AIDE
BREWSTER, NY	\$	\$	\$	\$
BRIDGEPORT, CT	\$	\$	\$	\$
DANBURY, CT	\$	\$	\$	\$
DARIEN, CT	\$	\$	\$	\$
ESSEX, CT	\$	\$	\$	\$
FAIRFIELD, CT	\$	\$	\$	\$
GREENWICH, CT	\$	\$	\$	\$
HAMDEN, CT	\$	\$	\$	\$
HARTFORD, CT	\$	\$	\$	\$
KENNEDY AIRPORT (NY)	\$	\$	\$	\$
MERIDEN, CT	\$	\$	\$	\$
MILFORD, CT	\$	\$	\$	\$
MONROE, CT	\$	\$	\$	\$
MT. KISCO, NY	\$	\$	\$	\$
MYSTIC, CT	\$	\$	\$	\$
NAUGATUCK, CT	\$	\$	\$	\$
NEW BRITAIN, CT	\$	\$	\$	\$
NEW CANAAN, CT	\$	\$	\$	\$
NEW HAVEN, CT	\$	\$	\$	\$
NEW LONDON, CT	\$	\$	\$	\$
NEW YORK CITY, NY	\$	\$	\$	\$
NORWALK, CT	\$	\$	\$	\$
ORANGE, NJ	\$	\$	\$	\$
RIDGEFIELD, CT	\$	\$	\$	\$
RYE, NY	\$	\$	\$	\$
SHELTON, CT	\$	\$	\$	\$
STRATFORD, CT	\$	\$	\$	\$
STURBRIDGE, MA	\$	\$	\$	\$
TARRYTOWN, NY	\$	\$	\$	\$
TRUMBULL, CT	\$	\$	\$	\$
VALHALLA, NY	\$	\$	\$	\$
WATERBURY, CT	\$	\$	\$	\$
WEST HAVEN, CT	\$	\$	\$	\$
WEST POINT, NY	\$	\$	\$	\$
WESTON, CT	\$	\$	\$	\$
WESTPORT, CT	\$	\$	\$	\$
WHITE PLAINS, NY	\$	\$	\$	\$
WILTON, CT	\$	\$	\$	\$
YONKERS, NY	\$	\$	\$	\$

AITE MAGNET SHUTTLE

DESTINATION (TOWNS)	TYPE II	9 PASSENGER
DARIEN, CT	\$	\$
GREENWICH, CT	\$	\$
RIDGEFIELD/REDDING/WILTON	\$	\$
Towns are subject to change. District reserves the right to utilize the pricing submitted for the Out-of-District SPED for any new destinations.		

CONTRACT YEAR (2025/2026)
OUT-OF-DISTRICT SERVICES

(For definition of pricing categories, see section 3.2.2 in the Specifications)

DESTINATION (TOWNS)	TYPE II	TYPE II WITH AIDE	9 PASSENGER	9 PASS WITH AIDE
BREWSTER, NY	\$	\$	\$	\$
BRIDGEPORT, CT	\$	\$	\$	\$
DANBURY, CT	\$	\$	\$	\$
DARIEN, CT	\$	\$	\$	\$
ESSEX, CT	\$	\$	\$	\$
FAIRFIELD, CT	\$	\$	\$	\$
GREENWICH, CT	\$	\$	\$	\$
HAMDEN, CT	\$	\$	\$	\$
HARTFORD, CT	\$	\$	\$	\$
KENNEDY AIRPORT (NY)	\$	\$	\$	\$
MERIDEN, CT	\$	\$	\$	\$
MILFORD, CT	\$	\$	\$	\$
MONROE, CT	\$	\$	\$	\$
MT. KISCO, NY	\$	\$	\$	\$
MYSTIC, CT	\$	\$	\$	\$
NAUGATUCK, CT	\$	\$	\$	\$
NEW BRITAIN, CT	\$	\$	\$	\$
NEW CANAAN, CT	\$	\$	\$	\$
NEW HAVEN, CT	\$	\$	\$	\$
NEW LONDON, CT	\$	\$	\$	\$
NEW YORK CITY, NY	\$	\$	\$	\$
NORWALK, CT	\$	\$	\$	\$
ORANGE, NJ	\$	\$	\$	\$
RIDGEFIELD, CT	\$	\$	\$	\$
RYE, NY	\$	\$	\$	\$
SHELTON, CT	\$	\$	\$	\$
STRATFORD, CT	\$	\$	\$	\$
STURBRIDGE, MA	\$	\$	\$	\$
TARRYTOWN, NY	\$	\$	\$	\$
TRUMBULL, CT	\$	\$	\$	\$
VALHALLA, NY	\$	\$	\$	\$
WATERBURY, CT	\$	\$	\$	\$
WEST HAVEN, CT	\$	\$	\$	\$
WEST POINT, NY	\$	\$	\$	\$
WESTON, CT	\$	\$	\$	\$
WESTPORT, CT	\$	\$	\$	\$
WHITE PLAINS, NY	\$	\$	\$	\$
WILTON, CT	\$	\$	\$	\$
YONKERS, NY	\$	\$	\$	\$

AITE MAGNET SHUTTLE

DESTINATION (TOWNS)	TYPE II	9 PASSENGER
DARIEN, CT	\$	\$
GREENWICH, CT	\$	\$
RIDGEFIELD/REDDING/WILTON	\$	\$
Towns are subject to change. District reserves the right to utilize the pricing submitted for the Out-of-District SPED for any new destinations.		

FUEL COST INFORMATION (See section 8.7.4 of specifications for details):

Current price per gallon for gasoline: \$ _____ as of __/__/20__

Current price per gallon for diesel: \$ _____ as of __/__/20__

Estimated annual usage for gasoline: _____ (gallons)

Estimated annual usage for diesel: _____ (gallons)

WHEELCHAIR/LIFT EQUIPPED VEHICLE (Incremental cost for supplying a lift equipped bus instead of a Type II bus)

Incremental price per day: \$ _____

1. If the Proposer is a corporation, is it incorporated in Connecticut?

Yes No

If No, it must be authorized to do business in Connecticut.

2. In submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposal Package including the Instructions to Proposers, General Conditions, Proposal Certifications, and Specifications. If this Proposal is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

3. The Proposer has provided transportation services to the following school districts within the last three (3) years:

Name	Address	Contact Person	Telephone

(attach additional sheets, if necessary)

4. Pursuant to Specifications 8.7.2.2, vehicle list of Contractor must be included on Appendix B.

5. Pursuant to Specification 8.7.3, the following terminal(s) will be used in Performance of this Contract:

6. These Specifications require the submission of additional information that will be utilized to evaluate each Proposal and which will become the basis for the award of the Contract by the District. The Proposer's endorsement below signifies that the Proposer is aware of all required information and that the Proposal contained herein is a full, complete submission by the Proposer. The Proposer further understands that the District has the sole discretion to determine the best Proposal to meet the needs of the District.

Very truly yours,

Name _____

Title _____

Company _____

Signature: _____

(NON-COLLUSIVE PROPOSAL CERTIFICATION)

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Proposal: _____

I. GENERAL PROPOSAL CERTIFICATION

The Proposer certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
- 3) No attempt has been made or will be made by the Proposer to induce and other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b) A proposal shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2), and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the District determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal shall be deemed to have been authorized by the board of directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature _____

Title _____

**STATE OF CONNECTICUT
Contractor Verification
(in accordance with Public Act 16-67)**

Directions to Contractor: Connecticut law requires that any contractor applying or bidding for a contract (including individuals who are independent contractors) with a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator require any employee with the contractor who would be in a position involving direct student contact to supply the contractor with the information provided in this form. Information may be collected either through a written communication or telephonically.

In addition, pursuant to Connecticut General Statutes (C.G.S.) § 10-222c, the contractor is required to contact – either telephonically or through written communication – any current or former employer of an employee if such employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator or if the employment caused the employee to have contact with children, to request any information concerning whether there was a finding of abuse or neglect or sexual misconduct against the employee. If the contractor receives any information indicating such a finding, or otherwise has knowledge of such a condition, the contractor must immediately forward such information to any local or regional board of education with which the contractor is under contract.

Directions to Employee of Contractor: Pursuant to Connecticut state law, employees of a contractor who would be in a position involving direct student contact must supply all of the information provided in Section 2 of this form.

Section 1 – To be completed by Contractor

Name	
Street address	
City, State, Zip Code	
Contact person	
Telephone number/email address	

Section 2 – To be completed by Employee of Contractor

Part A. On a separate sheet of paper, please list the name, address and telephone number of each current or former employer, if such current or former employer was a local or regional board of education, a governing council of a state or local charter school, or inter-district magnet school operator, or if such employment otherwise caused you to have contact with children.

Part B. Please complete the questions below in their entirety.

Have you ever:

Y **N** Been the subject of an abuse or neglect or sexual misconduct investigation by any employer, state agency or municipal police department (answer “no” if the investigation resulted in a finding that all allegations were unsubstantiated)?

Y N
 Been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or under investigation by the Department of Children and Families (the “department”), or an allegation of sexual misconduct was pending or under investigation or due to an allegation substantiated pursuant to section 17a-101g of abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Y N
 Had a professional or occupational license or certificate suspended or revoked or ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by the department or an investigation of sexual misconduct was pending or under investigation, or due to an allegation substantiated by the department of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct?

Part C – Written Consent and Disclosure Authorization. I hereby authorize the entities I have listed in Section 2 of this form to release to the entity listed in Section 1 of this form the information required to be released by my previous employer pursuant to (C.G.S.) § 10-222c along with any related records. I hereby consent to and authorize disclosure by the State Department of Education of the information requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67, and I hereby authorize the release by the State Department of Education of any related records. I further hereby release the above-named employer(s) and the State Department of Education from any and all liability of any kind that may arise from the disclosure or release of records requested pursuant to C.G.S. § 10-222c, as amended by Public Act 16-67.

Signature of Applicant

Date

NOTES:

The terms provided below are currently defined in state law as follows. Please note that statutes may be amended from time to time.

Sexual Misconduct means – “any verbal, nonverbal, written or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature and any other sexual, indecent or erotic contact with a student.” Connecticut General Statutes § 10-222c(k).

Abuse or neglect means – “abuse or neglect as described in Section 46b-120, and includes any violation of Sections 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a.” Connecticut General Statutes § 10-222c(k).

The Connecticut State Department of Education is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, gender identity or expression, sexual orientation, marital status, national origin, ancestry, age, criminal record, political beliefs, genetic information, intellectual disability, past or present history of mental disability, learning disability, or physical disability, including, but not limited to, blindness or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws.

Contractor's Statement

Pursuant to Section 103 .1 of the Stamford Code of Ordinances, I hereby provide the following:

If a joint venture, trustee, partnership, Limited Liability Company or partnership, the names and addresses of all joint venturers, beneficiaries, partners or members:

If a corporation, the names and addresses of all officers and the names and addresses of all parties owning over 10% of its common stock or over 10% of its preferred stock. If any of said stockholders is a holding corporation, the names and addresses of all persons owning a beneficial interest in over 10% of the common or preferred stock of said holding company.

The names and positions of all persons listed hereinabove who are elected or appointed officers or employees of the City of Stamford.

Name of Bidder/Proposer: _____

Signature of Bidder/Proposer: _____

Title: _____

Company Name: _____

Address: _____

**SAMPLE
CORPORATE
RESOLUTION
ON BACK**

(COMPANY LETTERHEAD WITH LOGO HERE)

CORPORATE RESOLUTION

DATE:

We, the undersigned, being all the Directors of , organized and

(Name of company)

existing under the laws of , and having its principal place of business at

(State)

(Company's Address)

hereby certify that the following individuals are representatives of the company who can execute

documents.

Date

Date

Date

CLEAR FORM

PRINT

Hover over text boxes above to know what to input

STAMFORD PUBLIC SCHOOLS
Purchasing & Finance Department, 3rd Floor
888 Washington Blvd
Stamford, CT 06901

CONTRACT: OUT-OF-DISTRICT SPECIAL NEEDS & MAGNET SHUTTLE
RFP: 21-01
PROPOSAL DATE: February 24, 2021

NON-PROPOSER'S RESPONSE

The Stamford Public School District is interested in the reasons why prospective proposers fail to submit proposals. If you are **NOT** submitting a proposal, please indicate the reason(s) below and return this form to the address above.

- Unable to propose at this time, but would like to receive future notices.
- Contract too small/large for our firm (circle one).
- Lack of fleet to meet requirements.
- Lack of facility to meet requirements.
- Unable to meet specifications. Provide detail: _____

- Insufficient time allowed for preparation and submission of proposal.
- Other reasons: _____

You may remove our name from the bid/proposal list for:

- All bids/proposals
- This particular service
- Remainder of this year
- Other: _____

Officer of Company (Signature)

Date

Title

Company Name

Telephone

Address

Fax Number

Address

Email address

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____

_____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires: _____