

BID INVITATION

Bid # B-4050

ULSD Requirements for Schools Buses



CITY OF STAMFORD

Board of Education

888 Washington Blvd Stamford, CT 06901

ISSUED BY:



148 Middle St.
Portland, ME 04101
207.772.6190
competitive-energy.com

BID INVITATION

Signed bids will be received **ELECTRONICALLY** via **EMAIL** to mwebb@competitive-energy.com at Competitive Energy Services (“CES”), the Bid Administrator, on or before 2:00 PM ET on Wednesday, October 19th, 2022 for the following items:

FY23: ULSD-School Buses

Bid Invitations and specifications will be available online at:

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

Questions regarding this request should be directed to the Bid Administrator:

Maxwell Webb

Tel (207) 772-6190 x243

Fax (207) 772-6320

Email mwebb@competitive-energy.com

Larry Pignataro

Tel (207) 772-6190 x248

Fax (207) 772-6320

Email lpignataro@competitive-energy.com

1. CONTEXT

This Bid Invitation has been prepared by CES for informational purposes and is being furnished solely for use by prospective bidders in considering their interest in bidding to provide ULSD to the Stamford Public Schools. CES has been retained as an agent for the Stamford Public Schools and will arrange for the dissemination of all information related to this Bid Invitation process. The Stamford Public Schools should not be contacted directly by prospective bidders under any circumstances.

The information contained herein has been prepared to assist interested bidders in developing their own bids to provide ULSD service and CES does not purport to have included all information that may be relevant to or desired by a prospective bidder. CES makes no representation or warranty (expressed or implied) as to the accuracy or completeness of the information in this Bid Invitation nor shall CES have any liability for any representations (expressed or implied) contained in, or for any omission from, this Bid Invitation or any other written or oral communications transmitted to the recipient during the course of this bidding process.

By accepting this Bid Invitation, the bidder acknowledges and agrees that: (1) all of the information contained herein is confidential; (2) the bidder will not reproduce this Bid Invitation in whole or in part, except to the extent required to respond to this Bid Invitation; (3) if the bidder does not wish to submit a bid, it will destroy this Bid Invitation as soon as practicable, together with any other material related to this Bid Invitation process that the bidder may have received from CES; and (4) any proposed actions by the bidder that are inconsistent in any manner with the foregoing will require the prior written consent of CES.

CES reserves the right (1) to negotiate with one or more prospective bidders at any time, (2) to negotiate additions to and/or modifications in the nature of the ULSD load at any time prior to entering into a definitive agreement with the winning bidder, (3) to terminate at any time further participation in the investigation, proposal and negotiation process by any or all prospective bidders, (4) to modify the bidding, proposal, and negotiation procedures at any time, and (5) to enter into a definitive agreement to provide ULSD without prior notice to other prospective bidders. CES's determinations as to with whom it may negotiate or enter into an agreement to provide ULSD will be based on such factors as CES, in its sole discretion, shall deem sufficient.

2. GENERAL INFORMATION

- 2.1 Bids will be received by the Bid Administrator via **EMAIL** until the time specified in the Bid Invitation. There will be no public opening of the bids. All bids will be held confidential until an award is made. After an award has been made, bids will be available for public inspection. **NO BIDS WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED.**

- 2.2 The following meanings are attached to the defined words when used in this document:
- The word "**Schools**" means Stamford Public Schools.
 - The word "**Bidder**" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.
 - The word "**Contractor**" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Bid Invitation and the Contract.
 - The words "**firm price**" shall mean a guarantee against price increase during the life of the Contract.
- 2.3 Strict compliance with the requirements of the Bid Invitation, terms and conditions, and the instructions printed is necessary. All blank spaces must be filled in. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner/representative of the firm must be in ink. No reproductions/duplications/copies will be accepted.
- 2.4 Each bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the bid of the individual signing. When requested by the Schools, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. All Bids must be signed by an authorized, responsible officer or employee having the capacity to enter into contracts.
- 2.5 Bids must be received via **EMAIL** and must be marked in the title page or subject line as follows:

Bid # B-4050: ULSD-School Buses

The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

PLEASE NOTE: STAMFORD PUBLIC SCHOOLS IS NOT RESPONSIBLE FOR BIDS NOT PROPERLY MARKED.

- 2.6 It will be the responsibility of the Bidder to see that their bid is received by the Bid Administrator as specified.
- 2.7 Each bid is received with the understanding that the acceptance in writing by the Bid Administrator, on behalf of the Schools, of the Bidder to furnish any or all of the services described therein or as otherwise negotiated shall constitute a contract between the Bidder and the Schools.
- 2.8 Bids may be withdrawn upon written or electronic request received from Bidders prior to the bid due date. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been received.
- 2.9 The solicitation document maintained by the Purchasing Division, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the Schools, but not clearly listed on the exception page of the document or as an exception by the Bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Bidder may be cause to disqualify your bid.
- 2.10 Award will be made in the best interest of the Schools taking into consideration factors set forth in the Schools Procurement Code. Upon making an award, or giving notice of intent to award, the Schools will place appropriate notice on the Purchasing Website: <https://www.stamfordpublicschools.org/departments/finance-and-purchasing/rfps-and-bids>.
- 2.11 No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this Bid Invitation. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing to:

Maxwell Webb, mwebb@competitive-energy.com

with a copy to:

Larry Pignataro, lpignataro@competitive-energy.com

- All questions must be received no later than five (5) business days prior to the bid due date. Any questions received after that time will not be answered. The Schools will respond to questions in the form of addendum(s) and send, as soon as practicable, any addendum to all persons to whom the Bid Invitation has been sent. If issued, the Schools will also post such addendum(s) on its website: <https://www.stamfordpublicschools.org/departments/finance-and-purchasing/rfps-and-bids>. It is the Bidder's responsibility to check the website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date package.
- 2.12 Bids that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the Schools. Bids must be filled out completely and accurately. Unless otherwise negotiated, no additional charges shall be passed to the Schools, including any applicable taxes, delivery or surcharges.
- 2.13 As the Schools is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.

- 2.14 The services on which Bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitted Bids on services other than as specified, Bidder shall furnish complete data and identification with respect to the alternate services they propose to furnish.
- 2.15 Should the Contractor fail to meet the deadline set forth in specifications the Schools reserves the right to procure services from other sources and hold Contractor liable for any excess cost.
- 2.16 The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
- 2.17 The Bidder must certify that no official or employee of the City or State of Connecticut has a pecuniary interest in the bid or in the Contract that the Bidder offers to execute or in the expected profits to arise therefrom, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a bid.
- 2.18 The Schools reserves the right to waive any informality in Bids, to reject any and all Bids wholly or in part, and to make awards in a manner deemed in the best interest of the Schools. If a bidder desires to bid on “all or nothing” basis, they shall so indicate on the bid schedule. When “all or nothing” bid is submitted the Bidder must bid on every item on bid schedule.
- 2.19 The Bidder, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the Schools from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his employees, subcontractors, etc., or due to the negligence of the Schools, its employees, representatives, agents, etc.
- 2.20 Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the School Finance Director or designee.
- 2.21 Payment Terms:
- Delivery and Acceptance: Upon delivery and acceptance of the product by the department to which it is assigned, the Contractor shall secure the signature of an authorized representative on an original delivery slip and shall provide two (2) copies of an invoice or bill of sale.
 - Payments: Payments shall be made within 30 days after receipt of invoice and acceptance of contracted item(s)/services or upon receipt of a verified claim for payment, whichever is later. The claim for payment consists of the original delivery slip and two (2) copies of the invoice/bill of sale executed as provided for in the paragraph above.
 - Online Portal: When submitting bids, indicate whether you have an online client portal to retrieve & pay invoice/bills.

- 2.22 The School Finance Director may terminate the contract for breach by the Contractor of any of the provisions of the contract by giving the Contractor ten (10) days notice by registered mail.
- 2.23 The Schools may terminate the Contract at any time by giving written notice to Contractor of such termination and specify the effective date thereof, at least ten (10) days before the effective date of such termination.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE
CANCELLATION OF AN ORDER OR CONTRACT**

3. LOCATIONS & DELIVERY

- 3.1 All Deliveries will be made at the First Student depot at 124 Selleck Street, Stamford, CT. It is imperative that the contractor have the ability to WETHOSE at this location. The depot is too small to accommodate a tanker delivery, however there is a 12,000 gallon tank on site. Typically deliveries are made in the evening.
- 3.2 All fuel products are to be delivered to the Schools and shall conform to the United States Environmental Protection Agency and the State of Connecticut's air pollution regulations. Contractor agrees to make deliveries within 24 hours from time of notification, unless otherwise agreed to by the Schools in writing. If an emergency delivery is necessary, the Contractor will make delivery within 2-4 hours of notification.
- 3.3 In the event that the Contractor delivers the wrong product or a product that does not meet specifications, the Contractor shall be solely responsible for remedying the situation, at no cost to the Schools and to the Schools' complete satisfaction. The Schools shall be notified immediately at (203) 977-5011.
- 3.4 Building administration, custodial or garage personnel are to be notified of all deliveries prior to unloading and are to sign delivery slips after unloading. All delivery tickets must reflect the sulfur content of the product being delivered.
- 3.5 Prior to the 15th of each month, the Contractor shall furnish the Schools a statement for the previous 30-day period indicating the fuel type, delivery date, delivery location, quantity and price for fuel delivered, for each location. The Schools will withhold payment of subsequent deliveries until Contractor provides proper and accurate reports.

4. USAGE CHARACTERISTICS

The annual load is approximately as follows:

Month	Quantity (Gallons)
July	16,070
August	10,438
September	22,725
October	37,884
November	26,469
December	26,673
January	22,542
February	25,686
March	40,356
April	21,722
May	24,134
June	35,893
Total	310,592

5. PRODUCTS AND SERVICES

Please provide prices in one or more of the following two forms:

ULSD

- a variable price consisting of a NYH Barge ULSD Mean Index Price and a Mark-Up Adder; and
- an indicative fixed price. Bidders are also invited to offer an Adder over NYMEX option.

Each pricing option is described in more detail below.

1. Variable Rate: All fees for service should be included in a single Mark-Up Adder such that this Adder can be combined with the NYH Barge ULSD Mean commodity spot index to determine final cost to the Schools. Under this approach, the Schools would lock in only the Mark-Up Adder and would float the commodity cost on the index:
 - NYH Barge ULSD Mean Index: The price for commodity shall be determined on a per-gallon basis on the date of delivery using the posted NYH Barge ULSD Mean.

2. Fixed Price: An indicative fixed price bid should be provided for the time period beginning April 1, 2023 for 12-month and 24-month terms for ULSD. Fixed price should be based on market settlement on Tuesday, October 18th (the day before the bid response is due).
3. Mark-Up Adder for extended 12-month, 24-month and 36-month terms: The Mark-Up Adder should include all fees for service including but not limited to: margin, transportation and environmental fees.
4. Adder over NYMEX: (Optional) Additional consideration will be given to bidders that are able to provide an adder-over-NYMEX that allows the Schools to lock-in a fixed rate at any point during the term for the remainder of the term at the then-current NYMEX contract rates plus the specified adder. The adder will remain fixed during the term of the contract.

6. TERM

The Schools would like to consider bids as follows:

- 12 months (adder and fixed) starting April 1, 2023
- 24 months (adder and fixed) starting April 1, 2023

7. SUPPLEMENTAL TERMS AND CONDITIONS

This document is intended to perform as a guide and any omission of any specific item or failure to mention any requirements specifically shall not relieve Contractor from full and complete responsibility in furnishing a satisfactory fuel oil supply and delivery.

- 7.1 Tax, License and Permits: The Contractor, their employees, agents and vehicles shall have and maintain valid permits and licenses as required by law for the execution of services related to this agreement. The Contractor will be required to conform to all Federal, State, City and Municipal Acts, regulations and bylaws that may apply to the operation of this contract. The Contractor is required to obtain and pay all necessary permits, licenses and inspection fees. The Contractor will provide certified copies of required permits/licenses when requested.
- 7.2 Personnel: The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner. All of the Contractor employees furnishing services to the Schools shall be deemed employees solely of the Contractor and shall not be deemed for any purposes, whatsoever, employees or agents of, acting for or on behalf, of the Schools. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations, whether oral or written, made by the Contractor with respect to third parties, shall be binding on the Schools.
- 7.3 Performance & Payment Bond: An insured performance bond in the amount of \$1,000,000 per year shall be required of the successful bidder at no cost to the Schools guaranteeing all

conditions of the specifications. The bond must be in the possession of the Purchasing Division of the Schools prior to any product being delivered.

7.4 Indemnification and Insurance Requirements: Contractor hereby agrees to protect, defend, indemnify, and hold the Schools and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the Schools arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of the Schools, death or damages to property (including property of the Schools) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contractor agreement. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Contractor. Contractor also agrees to bare all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the Schools or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of the Schools from liability for damages or injuries to third persons or property arising from Contractor's performance hereunder.

7.5 Contractor Agrees to Maintain in Full Force and Effect:

- Comprehensive general liability insurance written on occurrence form, including products liability and completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.
- Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.
- Pollution Liability insurance, with a minimum limit of liability of \$1,000,000 covering claims arising from pollution releases and spills, cleanup costs and remediation.
- Workers compensation, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.

7.6 Any and all deductibles on the above described insurance policies shall be assumed by and for the account of, and at the sole risk of the Contractor.

- 7.7 Insurance companies utilized must be admitted to do business in Connecticut or be on the insurance commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of AM Best's Key Rating Guide.
- 7.8 Contractor agrees to furnish certificate(s) of the above mentioned insurance to the Schools within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the Schools as additional insured with waivers of subrogation in favor of the Schools.
- 7.9 The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's liability hereunder or in any way modify the Contractor's indemnification responsibilities to the Schools.
- 7.10 Cancellation of Contract:
- Termination for Cause: The Schools may cancel any resulting contract with the contractor for Contractor non-performance by giving ten (10) days written notice. Cancellation shall not release the Contractor from legal remedies available to the Schools.
 - Termination for Convenience of Schools: The Schools may terminate the contract at any time by giving written notice to Contractor of such termination and specify the effective date thereof, at least ten (10) days before the effective date of such termination.
 - If the contract is terminated by the Schools for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually provided to the Schools under this contract, less payments of compensation previously made.
- 7.11 Award: Award shall be made in the best interest of the Schools taking into consideration evaluation factors in the Procurement Code set forth in the Code of Ordinances for the Schools. Written notification of the award decision (via email) will be sent to all Bidders who submitted Bids, and will be conditional pending successful negotiation of a mutually acceptable contract and approval. If for any reason the Schools is unable to secure an acceptable contract with the selected Bidder, that Bidder will be disqualified. In that event, The Schools may then proceed to negotiate a contract with the Bidder with the next highest rated bid, or may cancel negotiations at the Schools' discretion. The Schools reserves the right to accept or reject any or all Bids in whole or in part and to waive any informality in the Bid. Further, the Schools reserves the right to enter into a contract deemed to be in its best interest.
- 7.12 Submittal: Failure to submit any and all documents requested could be cause for proposal to be rejected. Bidders will submit the following in order to be considered:
- Entire bid package with all necessary signatures.
 - Provide a list of qualifications.

- Provide a minimum of three (3) references. References provided should be for recent work that is similar in nature to this particular Bid Invitation and shall include: contact person, company name, phone number and brief summary of what work you performed.

7.13 All costs associated with developing and submitting a proposal in response to this Bid Invitation or in any subsequent discussions or negotiations will be borne by the respondent.

8. Non-Collusion Affidavit

- 8.1 The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:
- 8.2 The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
- 8.3 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.
- 8.4 No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: _____

By: _____

Print Name: _____

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 Stamford Public Schools.

Name of

Bidder/Proposer: _____

Signature of Bidder/Proposer: _____

Title: _____

Company Name: _____

Address: _____

NOTICE TO BIDDERS

1. All bids will be opened promptly at the advertised time of opening. There can and will be no delays or postponements which are not publicly advertised. Any bid received after the advertised time of opening cannot be accepted.

2. Obligation of bidders:

At the time of opening bids, each bidder shall be presumed to have inspected the sites, and to have read and made themselves thoroughly familiar with the plans and contract documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

Each bidder must fully inform himself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor and materials necessary to carry out the provision of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out his work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

3. Time is of the essence:

If the project is not completed by the date specified as the substantial completion date in the contract entered into by Stamford Public Schools and the Contractor, the Contractor shall pay all direct damages suffered by Stamford Public Schools and consequential and/or liquidated damages in the daily amount of 1/10 of 1% of the total contract value.

4. Stamford Public Schools is an Affirmative Action/Equal Opportunity Employer/purchaser. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

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

FY23: ULSD-School Buses

BID FOR: _____
Supplier Name

DATE & TIME: _____

The undersigned, as Bidder, hereby declares that before preparing this bid he/she carefully read the specifications, and hereby agrees that if the proposal is accepted he/she will contract with the Schools in accordance with the specifications, terms and conditions as spelled out in this Bid Invitation.

This form must be signed.



Authorized signature & title of Bidder

Print or type name & title of Bidder

Company Name(Corporation/general partnership organized & existing under the laws of the State of ____)

Address

City, State, Zip

Date Bid Made: _____ **Required** Email Address: _____

Phone #: _____ Fax #: _____

Vendors will be notified via email only

EXHIBIT B

Product/Term	Volume (Gallons)	Index	Spot Adder	Variable (Index + Adder on _____)	Fixed	NYMEX Adder
ULSD			\$/gal	\$/gal	\$/gal	\$/gal
12mos starting 4/1/2023	310,592	Platts NYH Barge Mean				
24mos starting 4/1/2023	621,184	Platts NYH Barge Mean				

Notes:

Reminder, it is imperative that the contract have the ability to WETHOSE at this location. The depot is too small to accommodate a tanker delivery, however there is a 12,000 gallon tank on site.