

REQUEST FOR PROPOSAL
104

Contracted Educational
Services

SAU 90
Hampton Public Schools

Due Date: March 29,
2024

Request for Proposal (RFP) 104

Contracted Services Proposal

Hampton School District (SAU90), a public school system is seeking sealed competitive proposals (hereafter called "RFP") for CONTRACTED EDUCATIONAL SERVICES to include special needs. Proposals will be received at the following address on an ongoing basis until **March 29th, 2024** for consideration. Submission should include one original and one copy with all necessary backup requested. **Any proposals received after this date and time will not be accepted.**

Submission Location: SAU90 Hampton School District

Attn: Dr. Lois Costa, Superintendent

6 Marston Way

Hampton, NH 03842

This Request for Proposals may be obtained from the Student Services Department located at the SAU Office at Marston School at 6 Marston Way, Hampton, NH 03842, or by calling Dr. Lois DaSilva-Knapton, Director of Student Services at 603-926-4560.

Addenda to this RFP document, if any, including written answers to questions, will be posted on the SAU90 Hampton School District website at www.sau90.org under the project heading. Addenda and updates will NOT be sent directly to vendors.

SAU90 reserves the right to reject any and all proposals, either in part or in total, and shall make an award in the best interest of the School District.

Telephone, electronic or fax proposals are not considered legal documents; therefore, original signed documentation must be submitted for consideration.

Scope of Work:

Under the guidelines of the NH School Law, any item(s) or services purchased with regards to a total aggregate in any given category over \$10,000.00 will be competitively bid. SAU90 is seeking proposals be awarded as NON-EXCLUSIVE contracts, by which multiple vendors may be designated as suppliers for the services covered under the terms of the contract for the duration of said contract.

Under the guidance of the ***New Hampshire Department of Education (NHDOE) and Electronic Code of Federal Regulations SAU90*** is requesting a one-year term contract award. This is a NON-EXCLUSIVE AWARD, whereby there are no guarantees until Federal Funding is approved.

Professional Service Providers will be used on an as needed basis throughout the District to provide services to students and staff. This RFP will not be a guarantee of purchase for any goods or services, but

to establish you as an Approved Vendor with SAU90 Hampton School District. The RFP shall remain active and open during the course of the year to allow for those contracted services that were not included in this packet to be evaluated at a later date if the need so arises.

SAU90 is seeking to contract with the most highly qualified respondents. In accordance with ***Electronic Code of Federal Regulations (CFR 200.320) – SAU90 shall evaluate respondents and award as follows:***

- On the basis of demonstrated competence and Proposal to perform the services; and -
For a fair and reasonable price;
- Contracted fees under the contract may not exceed any maximum provided by law.

All contractors, subcontractors, and their employees must submit to the District, proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by NH State Law. The criminal record history must be obtained by the successful vendor before any work is performed. Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subcontractors, and volunteers of the provider who have contact with students have passed a criminal history background check current within the last year as per NH State Law.

Contact Information:

For further information or questions in regards to this proposal or the bidding process, please contact Dr. Lois Costa, Superintendent at lcosta@sau90.org or at 603-926-4560.

Dear Independent Contractor/Consultant:

Following is the Request for Proposal ("RFP") for Contracted Educational Services between the Hampton School District (SAU90) and Independent Contractor/Consultant ("Contractor" or "Consultant") and all related forms and questionnaires that are required for SAU90 to enter into an agreement with Contractors under the NH State Laws and Electronic Code of Federal Regulations.

If SAU90 chooses to use your services, a separate Contract and all related forms will be sent to you and must be filled out completely and approved prior to services being performed.

NOTICE TO CONTRACTORS: Please be advised, SAU90 has a specific process for validating contracts that must be followed to ensure payment. Please make sure the District representative with whom you are negotiating this contract has complied with all SAU90 procedures to ensure this contract is properly authorized. Failure to do so may significantly delay payment(s) or invalidate the contract, and no payment shall be made for these services.

Incomplete documents will be returned and will delay processing of the Agreement. ***All Agreements must be approved and signed by both parties, and have an approved purchase order (PO) in place before services can be rendered and invoices can be submitted to the District for payment.***

If you have any questions, please contact Dr. Lois Costa, Superintendent, at 603-926-4560 or via email at lcosta@sau90.org

RFP PACKET CHECKLIST:

Document Name	Party Responsible for Completing
1. Acknowledgement Receipt	Contractor
2. State of NH Bid Requirement Page	Contractor
3. Consultant/Contractor Certification Form	Contractor
4. Debarment Certification Form	Contractor
5. Form W-9	Contractor
6. Hold Harmless Agreement	Contractor
7. Conflict of Interest	Contractor/District
8. Proposal and Questionnaire	Contractor
9. Specifications and Conditions	Contractor

ACKNOWLEDGEMENT RECEIPT

The undersigned agrees to fully comply in strict accordance with the specifications and provisions attached thereto for the amounts shown, for one (1) year beginning the date the RFP is awarded by the Board and contingent upon available funds and/or receipt of Notice of Grant Award (NOGA) from the Federal State Awarding Agency. The undersigned also agrees to furnish all goods/services in accordance with the District Specifications and Conditions included on this RFP documentation.

Date of Proposal Submission: _____

Company Name: _____

Signature of Representative Authorized to Sign Proposal Signer's Name (Please Print) Title:

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email Address:

Scope of Work – Contracted Educational Services:

Provide services in the areas of core content, enrichment, college readiness, and/or early childhood. Contractor may have direct contact with students and campus personnel delivering curriculum, coaching, or influencing instruction in the core content areas.

Services may include consultation, advertisement and facilitation, or presentation of professional development for the retention of campus administrators, teachers and other staff. This may include relevant teaching and learning, culturally relevant pedagogy, content and conceptual development. Strategies include services for:

- At risk students
- English language learners
- Biliteracy and second language acquisition
- Classroom coaching
- Observation and debriefing
- Coherent integration of resources
- Materials and technology
- Vertical and horizontal alignment of curriculum
- In-depth training to the level of rigor and complexity of all TEKS SE's
- Classroom management
- Positive behavior support, and
- Professional Learning Communities (PLCs)

Contractor Submittals:

Submit one (1) original and one (1) copy of this proposal with all required attachments prior to the date specified to the following address: SAU90 Hampton School District

ATTN: Dr. Lois Costa, Superintendent

6 Marston Way

Hampton, NH 03842

The following should be submitted with your response in order to be considered (see Proposal and Questionnaire):

Resume, outlining work history, training, experience and qualifications and any areas of specialization including, but not limited to the following:

Elementary School Operation

Secondary School Operations

Curriculum Design

Instructional Expertise

Assessment and Use of Data

Student Support Services

Technical Academic Assistance

Data Systems Assistance

Price/Cost per hour/day with any additional costs for services and/or supplies –

Contractor References: All vendors will submit a list of at least three (3) education-related projects that would be representative of your firm's work related to this project. References will include contact name and telephone number. ***RFP's submitted without three references may be disqualified from consideration.*** **Contractor Information:**

Proposals will be awarded at the next board meeting, after which time purchase orders will be distributed to the various Contractors. **To ensure prompt processing of orders, please indicate your mailing address to remit Purchase Orders:**

Company Name Contact Person

Mailing Address

_____ City State

Zip _____ Email

Address Phone FAX **Please indicate address to remit Payment (if different from above address):**

Mailing Address

_____ City State

Zip _____ Email

Address Phone FAX

State of New Hampshire Bid Requirement Page

Equal Employment Opportunity

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

Vendor Non-Collusive Bidding

By submission of this bid or proposal, the Bidder certifies that:

- a. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor.
- b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of the bids, or proposals for this project, to any other Bidder, Competitor or potential Competitor.
- c. No attempt has been or will be made to induce any other persons, partnership or corporation to submit or not to submit a bid or proposal.

The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Conflict of Interest Questionnaire (form CIQ)

Vendors are required to report business relationships at the time they begin contract negotiations or are solicited for bids or proposals. A vendor must disclose any business relationship with a district officer/administrator that might cause a conflict of interest. Vendors have seven (7) business days to file the Ethics Commission's Conflict of Interest Questionnaire (form CIQ) or face the possibility of Class C misdemeanor.

☐ Vendor has no known Conflicts of Interest with the District.

☐ Vendor has a known Conflict of Interest and will be attaching a copy of the CIQ.

Felony Conviction Notification

NH Education Code, Notification of Criminal History of vendor, states:

- a. A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

- b. A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.
- c. The section does not apply to a publicly-held corporations. Please check off and sign the form in the appropriate spaces: ☐ My firm is a publicly-held corporation, therefore this reporting requirement is not applicable

☐ My firm is neither owned nor operated by anyone who has been convicted of a felony

☐ My firm is owned and operated by the following individual(s) who have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction: _____

Insurance Requirements – Required for Work Performed on District Property

The Vendor shall carry Statutory Workmen’s Compensation Insurance, Comprehensive General Liability Insurance covering premises operation and Vendor’s Liability in the amount of \$100,000.00/\$300,000.00 for bodily injury and \$100,000.00 each accident property damage and Automobile Liability covering all owned, non-owned, and hired vehicles in the amount of \$100,000.00/\$300,000.00 bodily injury and \$100,00.00 each accident property damage. Certificates of Insurance shall be delivered to the SAU90 Hampton School District Business Office before work is commenced.

Upon award of bid, the Vendor shall supply purchasing proof of insurance, in the manner prescribed in the New Hampshire Worker’s Compensation Commission, informing all persons providing services on the project that they are required to be covered, and state how a person may verify coverage and report lack of covered.

The undersigned agrees to fully comply in strict accordance with the above requirements, terms and specifications.

Acknowledgement by Signature Printed Name Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transitions

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, sub awards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by US Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements (2 CFR 3485.220).

(Before completing certification, read the instructions below)

_____ The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

_____ When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature Date

Instructions for Suspension/Debarment Certification Statement:

- 1. By signing and dating the certification statement, the Contractor certifies that neither it nor any of its principals (e.g. key employees) has been proposed for debarment, debarred, or suspended by a Federal agency on the date signed.*
- 2. The Contractor shall provide immediate written notice to the person whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
- 3. Federal and State penalties exist for Contractors and districts that knowingly enter into contracts with suspended/debarred persons.*

INSERT W9 Form Here

Hold Harmless Agreement

The Contractor shall defend, indemnify, and hold harmless, SAU90 Hampton School District and all its trustees, officers, agents, and employees, from and against all suits, actions, or claims of any character brought forth or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of contractor or any agent, employee, subcontractor or supplier of contractor in the execution or performance under this contract as designated.

The Contractor shall also defend, indemnify and hold harmless, SAU90 Hampton School District and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, material-man or mechanic, for payment for work materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to the Contractor and SAU90 Hampton School District for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representative, heirs and assigns.

DATED THIS _____ DAY OF _____, 20____.

Contractor: _____ Individual Contractor or Company Name

Name of Representative (Print): _____

Signature of Representative: _____

REQUEST FOR PROPOSAL (RFP)
CONTRACTED EDUCATIONAL SERVICES
PROPOSAL AND QUESTIONNAIRE

Please answer the following questions. If you represent an organization with multiple consultants/specialists, please complete a form for each proposed consultant/specialist.

1. Check your highest level of education completed and include copy of diploma: _____ Bachelor's degree
_____ Postgraduate work
_____ Master's degree
_____ Ph.D./Ed.D
_____ Other, specify _____
2. List relevant certifications (attach copies):

3. Have current valid licenses been included with your qualification package? ____ Yes ____ No
4. Are you either a current or former employee of SAU90 Hampton School District?
____ Yes ____ No
5. Are you retired from the New Hampshire Teacher Retirement System? ____ Yes/Date: _____
No
6. Scope of Services: The District and Contractor agree and covenant that for the purpose of this Agreement, the Contractor shall perform the services described below. If preferred, Contractor may provide a typed document detailing the services to be provided and shall title the document appropriately (e.g., Exhibit A – Scope of Services) and attach it to this Agreement as a document of reference ("Attachment"). Any such Attachment evidenced and accepted by SAU90 Hampton School District is incorporated and made part of this Agreement.
Description of Services:

7. Fees: The following fee(s) shall be payable to Contractor for services rendered under this Agreement: Cost per Hour: _____ Cost per Day: _____ Other Costs: _____

8. Additional Terms/Conditions: The following conditions apply to Contractor's compensation for services (any conditions that do not apply must be crossed out and initialed by both parties):

- The District is not responsible for mileage/travel reimbursement
- The Contractor is an independent contractor and not a District employee, and thus will not be paid for overtime work or holidays
- Contractor may not work extra hours to make up for a holiday

Upon completion of Agreement, Contractor is required to turn in all completed and pending documents during a scheduled exit interview, including ID badge and other District property such as testing materials and folders, if applicable. Should federal funds be utilized for services, see Provision for Contract Under Federal Awards. If preferred, Contractor may provide a typed document detailing applicable fees and shall title the document appropriately (e.g., Exhibit B – Fee Schedule) and attach it to this Agreement as a document of reference ("Attachment"). Any such attachment evidenced and accepted by SAU90 Hampton School District is incorporated and made part of this Agreement.

9. Materials, Publications and Support Documents: Including training manuals and/or flyers provided for scope of services provided to the District. If preferred, Contractor may provide a typed document detailing the applicable materials, publications, etc. and shall title the document appropriately (e.g. Exhibit C – Materials and Publications) and attach it to this Agreement as a document of reference ("Attachment"). Any such attachment evidenced and accepted by SAU90 Hampton School District is incorporated and made part of this Agreement.

10. Please list any other information that sets you and/or your company or services apart from others that we will be evaluating (i.e. special training, certifications, credentials, methodologies, testing, etc.):

11. Deviations:

Having carefully examined the RFP package, the undersigned agrees to furnish all services in accordance with the Terms and Conditions outlined hereto at the prices quoted, unless noted in writing.

Individual Contractor or Firm Name (Please Print)

Authorized Signature Date

REQUEST FOR PROPOSAL (RFP)

CONTRACTED EDUCATIONAL SERVICES

SPECIFICATIONS AND CONDITIONS

1. Contracted Educational Services will be contracted on an as-needed basis.
2. Contracted Educational Service Providers (hereafter known as “contractor” or “proposers”) should have the minimum requirement as established in the job descriptions identified under the special terms and conditions. They must hold a degree in related field and have documented experience in teaching and/or administration. Copies of appropriate certificates and/or licenses should be included or this could result in disqualification of the proposal.
3. Contracted Educational Services will be administered through the SAU90 Hampton School District Department of Curriculum and Instruction. Upon approval of the Board of Trustees, if required, contracts for purchase will be put into effect by means of a purchase order issued by said department.
4. Funds for completed contracts concerning this RFP will be available within thirty (30) days of acceptance by the District.
5. All services must reflect a purchase order number. Do not mix purchase order numbers on a single invoice. Should discrepancies occur concerning pricing, the entire invoice shall be credited and a correct invoice mailed within fifteen (15) working days.
6. Contractor shall indemnify, defend, and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney’s fees and liability of any kind for any acts or omission of Proposer, its officers, agents or employees, in performance of contract.
7. Contractor shall retain any books, documents, papers, and records which are directly pertinent to the contract. The proposer shall make said materials available for audit, examination, excerpt, and transcription to the District, subgrantee or grantee of funds, or their authorized representatives, for a period of five (5) years following the termination of the contract.

8. District may conduct on-site visits, as needed, with no prior notification to provider, to ensure that all specifications and conditions set forth in this proposal are adhered to.
9. No right or interest in this contract shall be assigned or delegation of any obligation made by the Proposer without the written permission of the District. Any attempted assignment or delegation by the Contractor shall be void and totally ineffective for all purposes unless made in conformity with this paragraph.
10. Any deviations should be clearly specified under this proposal.
11. This contract can be modified only by written agreement signed by both of the parties and their fully authorized agents.
12. A Hold Harmless Agreement is included with these specifications and should be signed and returned with proposal. Failure to submit a signed Hold Harmless Agreement with the proposal may also result in the disqualification of the proposal.
13. A Conflict of Interest Disclosure should be signed and returned with the proposal. Failure to submit a completed and signed Conflict of Interest Disclosure may result in the disqualification of the proposal.
14. In the event the funds are not appropriated by SAU90 Hampton School District governing body in any fiscal period for payments due under this contract, then the Superintendent, or their designee, will immediately notify the successful proposer(s), or their designee(s), of such occurrence and this contract will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to SAU90 of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available.
15. Either party may terminate this contract for any reason at any time. In the event of an actual contract cancellation, SAU90 will not be held responsible for loss of business or any termination expenses incurred by Contractor.
16. SAU90 reserves the right to accept or reject any or all quotations and/or RFP's and to waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply an acceptance or rejection of any offer.
17. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
18. Both parties agree that venue for any litigation arising from this contract shall lie in Hampton, New Hampshire.
19. Relationship of Parties: SAU90 and Contractor acknowledge that Contractor is an independent contractor and not an employee of the District, and they do not have a continuing relationship. This Agreement is intended only to create a limited relationship for the specific purposes of providing the Services referenced in this Agreement. Neither party shall have any power or authority to bind or commit the other party in any respect contractually, or otherwise. In no event shall either party or any of its respective officers, agent, or employees, be considered the officers, agents or employees of the other party.

20. Payroll Taxes: The Contractor is solely responsible for paying both state and federal payroll taxes for payments received from the District. These payroll taxes include, but are not limited to, federal income tax, Social Security tax and Medicare taxes.

21. Insurance/Indemnity: The District and the Contractor agree and covenant the Contractor is employed as an independent Contractor and the District shall be in no way responsible for carrying group insurance, workmen's compensation insurance, unemployment compensation insurance, or any other plans adopted for the employees of the District. Regardless of any insurance requirement, Contractor shall indemnify, hold harmless, and defend the District from any claims, liability, loss and damages, including consequential damages and attorney's fees, arising from any acts or omissions of the Contractor or the Contractor's agents or subcontractors.

22. It is understood and agreed that the District reserves the right to increase or decrease quantities of product or services or modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this proposal offer as so modified and subsequent thereto. Quantities for product or services identified in proposal documents are only estimated and are subject to change upon final counts of enrollment, identified need, or available funds for the District.

23. PLEASE NOTE CAREFULLY – in submitting proposals, give complete information in spaces provided; otherwise, your proposal may not be considered. In evaluating qualified proposals, the following considerations will be taken into account for award recommendations: price, overall quality and value to the District, suitability for the intended use, and probability of continuous availability, Contractors service and delivery capabilities. It is not the policy of the SAU90 to purchase on the basis of low bids/proposals alone, but what is most advantageous to the District and the students serviced.

24. In the event any article, including but not limited to materials or services, to be sold or delivered hereunder is covered by any patent, copyright, trade-mark, or application, the seller shall indemnify and hold harmless the District from any and all loss, cost, expenses, and legal fees on the account of any claims, legal actions, or judgements on account of manufacture, sales, or use of such article in violation of infringement or the lack of rights under such patent, copyright, or application.

Having carefully examined the Specifications and Conditions, the undersigned agrees to furnish all services as stated, unless noted in writing.

Individual Contractor or Firm Name (Please Print)

Authorized Signature Date

NON-COLLUSIVE BIDDING CERTIFICATION TO BE SUBMITTED WITH PROPOSAL Firm Name:

Address: _____ Business

Telephone No:

Date of Proposal: _____ A. GENERAL PROPOSAL

CERTIFICATION The Contractor certifies that he or she shall furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal. B. NON-COLLUSIVE PROPOSAL CERTIFICATION By submission of this proposal, the Contractor certifies that: Each Contractor and each person signing on behalf of any Contractor 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 their knowledge and belief: - 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 Contractor or with any competitor; - Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Contractor and shall not knowingly be disclosed by the Contractor prior to opening, directly or indirectly, to any other Contractor or to any competitor; and - No attempt has been made or shall be made by the Contractor to induce another person, partnership, or corporation to submit or not to submit a proposal for the purposes of restricting competition. A proposal shall not be considered for award nor shall any award be made where the above referenced above have not been complied with, provided, however, that if any case the Contractor cannot make the foregoing certification, the Contractor shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore.

Where above referenced above have not been complied with the proposal shall not be considered for award nor shall any award be made unless SAU90 determines that such disclosure was not made for the purpose of restricting competition. The fact that a Contractor has published price lists, rates or tariffs covering items being procured, informed prospective customers of proposed or pending publication of new or revised price lists for such items or sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning. Any proposal shall be deemed to have been authorized by the Board of Directors of the Contractor, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature:

_____ Title:

_____ Company:

_____ Date:

_____ CERTIFICATION/DISCLOSURES TO BE SUBMITTED
WITH PROPOSAL Firm Name:

1. Criminal and Civil History: By submission of this proposal, the Contractor hereby certifies under oath that the Contractor, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgments. ____ Yes ____ No If the answer is "no", the Contractor shall disclose under oath the following: The court, date, docket number, and description of any and all misdemeanor convictions involving moral turpitude, conviction, of a biding crime and other felony convictions of the bidding Contractor, or the Contractor's directors, partners, principal officers or key employees. The term "key employee" for each statement shall include, but is not limited to, any employee who has an ownership interest in the Contractor and any employee who shall have contact with the schools, including all delivery personnel. A "bidding crime" is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury, or material misrepresentation. The Contractor shall not be required to disclose any conviction which has been annulled by a court. A list of all civil cases, identifying the Court, date, and docket number in which a final verdict was rendered against the bidding Contractor or the Contractor's directors, partners, principal officers, or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of Contract, or any other matter involving allegations of failure to perform on a Contract. The court, date, docket number, and description of any felony convictions whatsoever of the Contractor, as well as the Contractor's/vendor's, directors, partners, principal officers, or key employees. The term "key employee" includes, but is not limited to, any employee who has an ownership interest in the Contractor and any employee that shall have contact with the schools, including all transportation personnel. The Contractor shall not be required to disclose any conviction which has been annulled by a court.

2. Creditor Relationship and Business History: Contractor hereby certifies that it: - Has been in business for ____ years. - Is current on all undisputed business debts. - Has not filed for bankruptcy protection. In the alternative, Contractor filed for bankruptcy protection on _____.

3. Equal opportunity Employer: Contractor hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices. ____ Yes ____ No

4. Safety and Licensure: Contractor certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide transportation services to SAU90 and meets all applicable safety standards. ____ Yes ____ No

5. Insurances: Contractor holds all the insurances which shall be required by SAU90. ____ Yes ____ No

6. Criminal Records and Training: Contractor complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements. ____ Yes ____ No

7. Contract Performance: Contractor certifies that it has never had a Contract terminated for nonperformance. ____ Yes ____ No If the answer is no, please provide a separate detailed written description.

CERTIFICATION/DISCLOSURES TO BE SUBMITTED WITH PROPOSAL Firm Name:

1. Criminal and Civil History: By submission of this proposal, the Contractor hereby certifies under oath that the Contractor, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgements. ____ Yes ____ No If the answer is "no", the Contractor shall disclose under oath the following: The court, date, docket number, and description of any and all misdemeanor convictions involving moral turpitude, conviction, of a bidding crime and other felony convictions of the bidding Contractor, or the Contractor's directors, partners, principal officers or key employees. The term "key employee" for each statement shall include, but is not limited to, any employee who has an ownership interest in the Contractor and any employee who shall have contact with the schools, including all delivery personnel. A "bidding crime" is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury, or material misrepresentation. The Contractor shall not be required to disclose any conviction which has been annulled by a court. A list of all civil cases, identifying the Court, date, and docket number in which a final verdict was rendered against the bidding Contractor or the Contractor's directors, partners, principal officers, or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of Contract, or any other matter involving allegations of failure to perform on a Contract. The court, date, docket number, and description of any felony convictions whatsoever of the Contractor, as well as the Contractor's/vendor's, directors, partners, principal officers, or key employees.

The term "key employee" includes, but is not limited to, any employee who has an ownership interest in the Contractor and any employee that shall have contact with the schools, including all transportation personnel. The Contractor shall not be required to disclose any conviction which has been annulled by a court.

2. Creditor Relationship and Business History: Contractor hereby certifies that it: - Has been in business for ____ years. - Is current on all undisputed business debts. - Has not filed for bankruptcy protection. In the alternative, Contractor filed for bankruptcy protection on _____.

3. Equal opportunity Employer: Contractor hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices. ____ Yes ____ No

4. Safety and Licensure: Contractor certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide transportation services to SAU90 and meets all applicable safety standards. ____ Yes ____ No

5. Insurances: Contractor holds all the insurances which shall be required by SAU90. ____ Yes ____ No

6. Criminal Records and Training: Contractor complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements. ____ Yes ____ No

7. Contract Performance: Contractor certifies that it has never had a Contract terminated for nonperformance. ____ Yes ____ No If the answer is no, please provide a separate detailed written description of the circumstances giving rise to termination, providing the name, address, and contact information of the terminating party. SAU90 reserves the right, at its sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. SAU90 reserves the right, at its sole discretion, to reject any Contractor on the basis of any criminal history, civil litigation credit history or business record which it deems to be adverse to the interests of SAU90. Contractor's Name: _____ By: _____

