

**GREENWICH PUBLIC SCHOOLS  
HAVEMEYER BUILDING  
290 GREENWICH AVENUE  
GREENWICH, CT 06830**

**INSTRUCTIONS TO PROPOSERS AND FORM OF PROPOSAL**

**FOR**

**STUDENT TRANSPORTATION 2022-2027**



**GREENWICH PUBLIC SCHOOLS  
Purchasing Department  
290 Greenwich Avenue  
Greenwich, Connecticut 06830  
(203) 625-7411**

**EUGENE H. WATTS  
Senior Buyer**

October 18, 2021

Dear Sir/Madam:

You are invited to submit a proposal for Student Transportation for the Greenwich Public Schools 2022 -2027 school years. Please note that this is a five-year proposal during which prices must be held firm. The enclosed proposal specification details the requirements we are looking for.

Proposers are urged to read all documents carefully and fill out all information requested. Proposals which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection for failure to comply strictly with these conditions.

Proposals must be submitted on the schedule form attached hereto. All unit prices and total prices must be filled in. Each proposal must be submitted with one (1) original and six (6) copies. If there is any question about pricing, the original hard copy of the proposal will be the deciding factor. All proposals must be submitted in a clear, concise and legible manner so as to permit proper evaluation of responsive proposals. Faxed proposals will not be accepted, however, hand delivered, mailed or overnight proposals will be accepted Monday through Friday between the hours of 8:30am -12:00pm and 1:00pm - 3:00pm in the Central Receiving Department located in the Arch Street parking lot. The original proposal and copies must be in a sealed envelope plainly marked:

**STUDENT TRANSPORTATION PROPOSAL  
OPENING DATE: November 11, 2021  
OPENING TIME: 11:00 a.m.  
RFP NUMBER: 2345-21**

All responses are subject to change based on the status of the COVID 19 pandemic and Federal Ordinances.

In accordance with the Governor's current public meeting requirements and in order to limit the spread of COVID-19, the meeting for the proposal opening will be held remotely by telephone in real time.

The details to join the meeting remotely are as follows:

Meeting ID

[meet.google.com/ysz-wkqw-gxd](https://meet.google.com/ysz-wkqw-gxd)

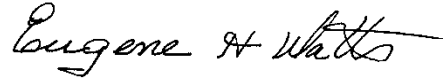
Phone Numbers

[\(US\)+1 475-441-5017](tel:+14754415017)

PIN: 618 979 576

All Proposers and other interested people are invited to call in to hear the proposal #2345-21 being read at 11:00 a.m.

Very truly yours,



---

Eugene H. Watts

**This time line is subject to change by the Greenwich Public Schools Purchasing Department**

<b>Date</b>	<b>Time</b>	<b>Task</b>	<b>Responsible Party</b>
10/18/2021	4:00 PM	Purchasing Department issues RFP for Student Transportation Services	Eugene Watts
10/25/2021	10:00 AM	Pre-Proposal Meeting.	Transportation Committee
10/29/2021	1:00 PM	Questions	Purchasing Department
11/4/2021	2:00 PM	Answers	Purchasing Department
11/11/2021	11:00 AM	RFP Due and Opening Date	Eugene Watts

## TABLE OF CONTENTS

	<u>PAGE</u>
1. SECTION 1 / INFORMATION TO PROPOSERS	6
2. SECTION 2 / NON DISCRIMINATION / AFFIRMATIVE ACTION	9
3. SECTION 3 / MANDATORY PROPOSAL QUESTIONNAIRE FORM	9
4. SECTION 4 / PROPOSER TRANSPORTATION INFORMATION	9
5. SECTION 5 / RFP CONSIDERATIONS / AWARD	11
6. SECTION 6 / INSURANCE / INDEMNIFICATION / GENERAL RESPONSIBILITIES	12
7. SECTION 7 / VEHICLES, TRANSPORTATION EQUIPMENT AND MAINTENANCE	15
8. SECTION 8 / FACILITY, FUEL SITE, and CONTRACTOR OFFICE	19
9. SECTION 9 / TRANSPORTATION REQUIREMENTS	20
10. SECTION 10 / BUS SAFETY	21
11. SECTION 11 / ROUTES	22
12. SECTION 12 / TRANSPORTATION SCHEDULING	23
13. SECTION 13 / PAYMENT SCHEDULE	24
13A SECTION 13A/ NON PERFORMANCE PENALTIES AND/OR DAMAGES	26
14. SECTION 14 MANAGEMENT / SUPPORT PERSONNEL	29
15. SECTION 15 / BUS DRIVERS	30
16. SECTION 16 / INITIAL DRIVER TRAINING	33
17. SECTION 17 / QUESTIONS	34
18. SECTION 18 / CONTRACTOR REQUIRED REPORTS	34
19. SECTION 19 / ELECTRIC BUSES	35
<b>Appendices</b>	
<input type="checkbox"/> APPENDIX A      ADDITIONAL TERMS	37-44
<input type="checkbox"/> APPENDIX B      PRICE PER BUS PER DAY	45-51
<input type="checkbox"/> APPENDIX C      DESCRIPTION OF PROPOSER'S ORGANIZATION	52-63
<input type="checkbox"/> APPENDIX D      ADDRESSES & BUS TIMES	64-65
<input type="checkbox"/> APPENDIX E      MANAGEMENT AT THE TERMINAL	66-69
<input type="checkbox"/> APPENDIX F      IMPLEMENTATION PLAN	70
<input type="checkbox"/> APPENDIX G      OTHER RELEVANT INFORMATION	71
<input type="checkbox"/> APPENDIX H      RFP SPECIFICATION SUBMISSION SHEET	72
<input type="checkbox"/> APPENDIX I      AFFIRMATIVE ACTION COMPLIANCE AFFIDAVIT	73
<input type="checkbox"/> APPENDIX J      AFFIDAVIT FOR FINAL PAYMENT	74
<input type="checkbox"/> APPENDIX K      PERFORMANCE MAINTENANCE AND PAYMENT BOND	75
<input type="checkbox"/> APPENDIX L      INSURANCE PROCEDURE	76
<input type="checkbox"/> APPENDIX M      NON-COLLUSION AFFIDAVIT	77-79

## SECTION 1 / INFORMATION TO PROPOSERS

- 1.1 Proposers are urged to read all documents carefully and fill out all information requested. Proposals which are incomplete, obscure, or conditional, and which contain irregularities of any kind, will be subject to rejection for failure to comply strictly with these conditions.
- 1.2 If the Greenwich Public Schools/Town of Greenwich deems it necessary, it may postpone the date for the opening of proposals by notifying each proposer by telephone, mail or the issuing of an addendum.
- 1.3 In addition, proposals shall include lists of available management personnel and equipment to be used during the time of the related contract for transportation services. Proposals will not be accepted from proposers who do not attend or send an authorized representative to the pre-proposal meeting which will be held on October 25, 2021 at 10:00 a.m. Proposers are responsible for submitting proposals to the Purchasing Department on or before the opening date and time.
- 1.4 The submission of a proposal shall be conclusive evidence that the Proposer has satisfied him/her as to the requirements of the proposal specifications and any controlling conditions which may exist. The Greenwich Public Schools/Town of Greenwich is exempt from the payment of Federal Excise Taxes and Connecticut Sales and Use Tax according to State Statute. Such taxes must not be included in proposal prices or added to any items specified. All proposals must remain in effect for a period of ninety (90) days, and may not be withdrawn. It is the responsibility of the Proposer to investigate all conditions to be met, including school opening and closing times, number of vehicles, numbers and lengths of bus routes, and applicable State and Federal equipment and operating regulations.

### **Proposal Security**

- 1.5 Each proposal must be accompanied by a certified Treasurer's or Cashier's check drawn on or issued by a commercial or savings bank, trust company or savings and loan association, payable to the order of the Greenwich Public Schools/Town of Greenwich, or by a proposal bond prepared on the form of proposal bond attached hereto duly executed and acknowledged by the Proposer, as Principal, and by a surety satisfactory to the Greenwich Public Schools/Town of Greenwich as surety. The check or proposal bond shall be in the sum of \$30,000 and shall be enclosed in the sealed envelope containing the proposal. Each such check or proposal bond may be held by the Greenwich Public Schools/Town of Greenwich as security for the fulfillment of the Proposer's Agreements as herein above set forth and as set forth in the proposal. Should the Proposer fail to fulfill such Agreements, his proposal check shall become the property of the Greenwich Public Schools/Town of Greenwich or if a proposal bond was furnished, the proposal bond shall become payable to the Greenwich Public Schools/Town of Greenwich as damages; otherwise, the proposal check shall be returned to the Proposer as hereinafter provided, or if the security is a proposal bond, the proposal bond shall become null and void.
- 1.6 Proposal checks will be returned to all except the three lowest responsible Proposers for within five (5) business days after the opening, and to the three (3) lowest responsible Proposers within ten (10) business days after the Greenwich Public Schools/Town of Greenwich and the accepted Proposer have executed the Contract. In the event that both the accepted Proposer and Greenwich Public Schools/Town of Greenwich have not executed the Contract within 60 consecutive calendar days after the opening of proposals, the proposal check will be returned promptly upon demand of any Proposer who has not been notified of the acceptance of his proposal.

**Performance Bond:**

- 1.7 Successful Proposer shall be required to furnish a Performance Bond issued by a surety company authorized to do business in the State of Connecticut. Such surety company shall have and maintain an A.M. Best Financial Strength Rating of A. The required bond shall be renewed annually and equal to one hundred percent (100%) of the value of the first year's expense and one hundred percent (100%) of each succeeding year thereafter. A letter of intent from the surety company shall be included with the proposal submission. Cost for the Performance shall be listed separately in the proposal response.

**Proposal Bond**

- 1.8 A proposal bond must accompany the sealed proposals in the amount of 10% percent of the proposed annual home-to-school base cost. All Bond deposits received will be refunded except when a contract offered by the Greenwich Public Schools/Town of Greenwich is rejected by the selected vendor. Cashier's Checks are not acceptable security. The Proposal Bond must be issued by an approved surety, duly licensed and authorized to transact business in the State of Connecticut, in a form and content acceptable to the Greenwich Public Schools/Town of Greenwich.
- 1.9 The full name and business or residence address of each individual party to the bond shall be inserted in the space provided therefore, and each party shall sign the bond with his/her usual signature on the line opposite the scroll seal.

**Proposer to Investigate**

- 1.10 Potential Proposers must satisfy themselves by personal investigation of the area served and a study of the opening and closing hours of the classes in various schools as to the length and number of runs necessary and the amount of equipment required to supply the transportation called for in complete and satisfactory accordance with the specifications, and shall not at any time after the submission of proposals claim that there was any misunderstanding in regard to the amount and nature of the services to be rendered. Information may be obtained from the office of the Transportation Manager, Havemeyer Building, 290 Greenwich Ave., Greenwich, Connecticut 06830.
- 1.11 Proposers must study all of the attached documents including the Invitation to Proposers, Instructions to Proposers, Agreement, Form of Proposal Bond, Proposal Sheets, Affidavit for Final Payment, Equipment Inventory, Parking Site Fact Sheet, Certificate of Insurance in order to satisfy themselves as to the requirements thereof, and all proposals submitted shall be submitted with the understanding that these documents shall form a part of the contract which the successful proposer shall be required to sign upon acceptance of his proposal by the Greenwich Public Schools/Town of Greenwich.
- 1.12 The Greenwich Public Schools /Town of Greenwich reserves the right to reject proposals which in its judgment are incomplete, conditional, obscure or not responsive or which contain additions not called for, erasure not properly initialed, alterations or similar

irregularities if deemed in the Greenwich Public Schools/Town of Greenwich's best interest to do so.

The Greenwich Public Schools / Town of Greenwich reserves the right to reject any and all proposals not deemed to be in the best interest of Greenwich Public Schools / Town of Greenwich reserve the right to waive any informality in or, reject any or all proposals, or any part of any proposal.

- 1.13 The Proposer whose proposal is accepted will be required and agrees to duly execute the Agreement and furnish the required bond within such time as seemed reasonable by the Greenwich Public Schools / Town of Greenwich or Contracting Officer. See Appendix A.

**Ability and Experience of Proposer**

- 1.14 The Greenwich Public Schools / Town of Greenwich shall have the right to take such steps as deemed necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish the Greenwich Public Schools / Town of Greenwich with information and data for this purpose as the Greenwich Public Schools/Town of Greenwich may request.

- 1.15 No award will be made to any Proposer who cannot satisfy the Greenwich Public Schools/Town of Greenwich that he has sufficient ability and experience in this class of work and sufficient capital and plan to enable him to complete the work successfully. The Greenwich Public Schools / Town of Greenwich decision or judgment on these matters shall be final, conclusive and binding.

- 1.16 The Greenwich Public Schools / Town of Greenwich may make such investigations as it deems necessary, and the Proposer shall furnish to the Greenwich Public Schools / Town of Greenwich, under oath if so required, all such information and data for this purpose as the Greenwich Public Schools/Town of Greenwich may request.

**Scope of Work**

- 1.17 Proposals must be submitted on the proposal form provided herewith and accompanied by all of the other documents attached hereto. See Appendix B.

- 1.18 It is the intent of the specifications to indicate the number of buses, capacity of buses and time involved in order to transport:

- Elementary School pupils living more than one mile from school
- Middle School pupils living more than one and one-half miles from school
- High School pupils living more than two miles from school
- Special Education pupils within Greenwich
- Special Education pupils to out of Greenwich Public Schools/Town of Greenwich locations
- Eligible private school students within Greenwich

**Greenwich Public Schools / Town of Greenwich may choose to make one or multiple awards from this RFP process.** Contract(s) will be awarded based upon a review of proposals for regular education transportation, private school transportation and special education transportation to one or more contractors as determined by Greenwich Public Schools / Town of Greenwich to be in the best interest of Greenwich Public Schools / Town of Greenwich. Greenwich Public Schools / Town of Greenwich reserves



the right to group routes for award purposes in order to maximize efficiency and operations as solely determined by the District. In order to be considered, proposers must offer to provide services using at least five vehicles for either regular or special education.

## **SECTION 2 / NON DISCRIMINATION / AFFIRMATIVE ACTION**

- 2.1 Affirmative Action: The Proposer shall submit a copy of their affirmative action plan and agrees not to discriminate in the conduct of this Agreement because of race, color, creed, sex or national origin.
- 2.2 Labor Standards: the Proposer shall at all times comply with all federal, state, regional and local laws, regulations, rules, policies, standards and ordinances in force for Greenwich Public /Town of Greenwich transportation and motor vehicle operations.
- 2.3 Inspection of Documents: Each Proposer receiving forms prepared by the Greenwich Public Schools /Town of Greenwich is responsible for inspection of Greenwich Public Schools / Town of Greenwich documents for missing of illegible pages, or other indication of incomplete information provided to the vendor.
- 2.4 The failure or neglect of Proposer to receive or examine any contract documents, form, instrument, addendum, or other document shall in no way relieve Proposer from obligations with respect to his/her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

## **SECTION 3 / MANDATORY PROPOSAL QUESTIONNAIRE FORM**

- 3.1 The questionnaire is a part of this Request for Proposal. The information provided herein will be used for evaluating the qualifications of the Proposer to perform the work and services to be done. The questionnaire must be filled out accurately and completely, and submitted with the other parts of your proposal. Any errors, omissions, or misrepresentation of the information may be considered as a basis for the rejection of the proposal, and may be grounds for the cancellation of any agreement executed as a result of the Request for Proposals.
- 3.2 Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the question they address.
- 3.3 When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the Agreement for Furnishing Pupil Transportation.  
**(See Appendix C)**

## **SECTION 4 / PROPOSER TRANSPORTATION INFORMATION**

- 4.1 Proposers must satisfy themselves by personal investigations of the areas to be served and the opening and closing hours of classes in the various schools, the length and number of runs necessary and the amount of the equipment required to supply the transportation called for to furnish transportation in complete and satisfactory accordance with specifications. Proposers shall not at any time after the submission of the bid claim that there was any misunderstanding in regard to the amount and nature of the service to be rendered.

- 4.2 Greenwich Public Schools / Town of Greenwich reserves the right, during the life of the resultant contract, to use buses for school transportation, other than those furnished by the Proposer, which may be made available through another private carrier. Based on the starting hours of school, it is anticipated that each bus or other vehicles used will be on the basis of up to three (3) runs in the morning for arrival at school and up to three (3) runs in the afternoon at dismissal of school. Schedules will be based on three (3) runs to a bus or other vehicle whenever possible. However, the Greenwich Public Schools / Town of Greenwich reserve the right to schedule more than three runs if necessary and possible.
- 4.3 The starting time of runs, the arrival time at schools, and the dismissal time of runs will be approved by the Superintendent of Schools or the Transportation Manager. The Greenwich Public Schools / Town of Greenwich reserves the right to change the time of opening and closing of schools with the ten-hour period 7:00 a.m. to 5:00 p.m. to be determined by the Greenwich Public Schools. **(See Appendix D)**
- 4.4 This school bus transportation program may encompass transporting pupils to special classes out of Greenwich Public Schools/Town of Greenwich, for example, Foundation School in Orange, Connecticut. While these programs and those noted are currently being serviced, the proposer must be aware that there is no commitment that they will continue nor is there any inference to be made that the outside of Greenwich Public Schools busing is limited. Transportation to contiguous Greenwich Public Schools/Town of Greenwich is to be included in the contract Greenwich Public Schools/Town of Greenwich reserves the right to transport students in its own vehicles, reimburse students in lieu of transportation and to contract for certain transportation beyond the contiguous Greenwich Public Schools/Town of Greenwich or to use other vendors for field trips and sporting events as necessary.
- 4.5 Under existing conditions, there are approximately 76 Type I, 16 Type II, (4 are wheelchair), 5 passenger vans/Caravans. The summer schedule has approximately 5 Type I, 10 Type II and 6 passenger vans/Caravans. Greenwich Schools' opening and closing times vary per school. These times and numbers are subject to change depending on the needs of the school system.
- 4.6 Proposer rates for bus transportation for approximately 182 days:
- (Type I) 76 passengers will be priced per day.
  - (Type I) 82-84 passengers will be priced per day. No more than five buses can be 82+ passengers, due local road limitations.
  - (Type II) 4 buses with wheelchair lifts will be priced per day.
  - (Type II) 16 passenger mini-vans (capable of seating 10-12) will be priced per day.

At least four 76-82+-passenger buses must have under storage.

If the proposer does not have vehicles meeting these exact seating specifications, indicate in the proposal which seating specifications will be provided. Greenwich Schools has a preference for larger seat-capacity buses, so that fewer routes are needed.

Upon sufficient notice from Greenwich Public Schools / Town of Greenwich, the contractor will make available whatever types of vehicles are listed in the pricing submissions section of this

document. The Greenwich Public Schools Transportation Manager will designate the size(s) of the vehicle(s) to be used for any and/or all particular school(s).

The contractor shall submit a complete list of the buses to be employed in fulfilling this contract before August 1st of each school year of the contract.

This list shall include the year, make, model, route number, identification number, license plate, vehicle identification number, color, seating capacity and current mileage of the vehicles.

All vehicle equipment is subject to Greenwich Public Schools prior approval.

- Vehicles complied with all Dept. of Motor Vehicles Regulations for such transportation service to transport Special Education Pupils to locations outside the Greenwich Public Schools/Town of Greenwich.
  - Monitor and / or Aide will be priced per rate
  - Mid-Day runs will be priced separated.
  - Sport and Charter Buses will be priced per location.
  - Late Buses must be priced per run.

#### **SECTION 5 / RFP CONSIDERATIONS / AWARD**

5.1 An award will be made after a study of each proposal. The Greenwich Public Schools / Town of Greenwich reserves the right to reject any (or all) proposals and related quotations and to waive any requirements, irregularities, or technical defects therein which, in their opinion, is deemed to be in the best interest of the Greenwich Public Schools/Town of Greenwich, respectively. Hence, the resultant contract may be awarded to other than a low bidder if it is deemed to be in the best interest of Greenwich Public Schools/Town of Greenwich. Accordingly, the following items will be among those considered when rendering an award. These items are not necessarily listed in the order of their importance but not limited to:

- A. past safety record
- B. general qualifications
- C. prior experience in operation of school buses
- D. available equipment and personnel
- E. financial status
- F. maintenance and support capability
- G. past performance (Greenwich or elsewhere)
- H. price and/or overall cost
- I. training of driving personnel

- J. driver stability/turnover ratio
  - K. any other pertinent factors
- 5.2 Greenwich Public Schools/Town of Greenwich has high expectations for student transportation services. Below is a list of the criteria the Board expects the Proposer to meet in fulfilling this Agreement.
- a. To get the school-aged children of the community to school safely and on time
  - b. To provide highly skilled and courteous drivers
  - c. To work continuously to maintain and improve an enviable safety record
  - d. To keep vehicles in excellent mechanical condition
  - e. To work with the school administration to improve service but not necessarily increase cost
  - f. To work with the School Administration to maintain the best possible parent/community relations with parent relations
  - g. To understand the relationship between the quality of service and its interdependency with parent relations
  - h. To at all times, work in an effective and professional manner

**SECTION 6 / INSURANCE / INDEMNIFICATION / GENERAL RESPONSIBILITIES**

- 6.1 The Greenwich Public Schools / Town of Greenwich may at any time during the term of the resultant contract change the required levels of coverage to be maintained by the bus company. The successful Proposer shall be required; within 30 days of the award to submit written evidence (as subsequently determined by Greenwich Public Schools/Town of Greenwich) substantiating that on the execution date of the resultant contract and before commencing operations, and for the term thereof, such insurance as stipulated above shall be procurable by the successful Proposer. Such proof shall be submitted to the Purchasing Department.
- 6.2 The Proposer further agrees to indemnify, hold harmless, and defend the Greenwich Public Schools / Town of Greenwich and all of their officers, agents, and employees from and against any and all suits, costs, damages, actions, or claims of any nature and all liability for loss or expense, whether by reason of injury, including death, to any person or property damage of any kind, however caused, arising out of or in any manner connected with the operations to be performed under the resultant contract, whether or not due in whole, or in part, to any act, omission or negligence of the Greenwich Public Schools / Town of Greenwich or any of its representatives or employees.
- 6.3 The Proposer shall be held fully responsible for the care and supervision of passengers during their period of transportation. The period of transportation shall begin when the passenger begins to enter the vehicle and shall end when the passenger leaves the right of way of the public road or street after alighting from the vehicle. The backing of buses is not allowed. If an emergency situation arises that makes backing up necessary, the driver must call the terminal office on the two-way radio for permission and directions. Mid-size or Type II buses in the special needs fleet may be required to travel on roads which end in cul-de-sacs. This may include turning without backing up and doing t-turns only when authorized by the school district.
- 6.4 The Proposer, in addition to being fully responsible for the care and supervision of pupils during their period of transportation, shall furnish a complete written report on each

accident occurring during the transportation of pupils for the Greenwich Public Schools / Town of Greenwich.

6.5 Before commencing operations, the successful Proposer will be required to provide the Greenwich Public Schools / Town of Greenwich with a Certificate of Insurance showing: Commercial Automobile, Commercial General Liability and Worker's Compensation Insurance Coverage. The Acord Certificate of Insurance shall name the Greenwich Public Schools / Town of Greenwich as additional insured and shall include the following language in the Endorsement letter:

- (1) I am a duly licensed insurance agent under the laws of the State of [insert state] and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich, Greenwich Board of Education has been endorsed as an additional insured under general liability policy no. [insert policy number], issued by [insert company affording coverage] to [name of insured];
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Insurance coverage shall be in accordance with Sections: 14-29 and 14-275 of the State of Connecticut General Statutes outlining insurance requirements for public service vehicles. Workers' Compensation limits as required by the State of Connecticut shall also be included. The fleet liability shall include any bus or vehicle used by the Proposer, whether owned or not by the Proposer's company, in order to fulfill the resultant contractual obligations.

Before starting, and until final completion and acceptance of the work to be performed under the terms of this Agreement, and the expiration of the guarantee period provided for in this Agreement, the Proposer shall procure and maintain insurance of the types and amounts specified in paragraphs a) through e) inclusive, below, and such other insurance as is specified under the terms of this Agreement. All policies shall name the Greenwich Public Schools/Town of Greenwich as an additional insured.

The Proposer shall also carry insurance covering bodily injury and property damage caused by the operation of all motor vehicles owned by the Proposer, or by the use of motor vehicles not owned by the Proposer, while such vehicles are being operated in connection with the prosecution of the work under this Agreement.

The Proposer shall require each of its sub Proposers, if any, to procure and maintain, until the final completion of that sub Proposer's work, insurance of the types and amounts specified in paragraphs a) through e) inclusive, below, and as the Proposer shall secure and maintain at its expense, during the life of this contract, public liability and property damage insurance to protect it, its sub Proposers, if any and the Greenwich Public Schools/Town of

Greenwich from claims for bodily injury, accidental death or property damage arising from the operations under this contract whether such operations be by itself or by anyone directly or indirectly employed by it. It shall be the responsibility of the Proposer to ensure that all its sub Proposers comply with all of the insurance requirements contained herein relating to such sub Proposers.

- a. Workmen's compensation as required by law
- b. Employers' Liability \$ 1,000,000.00
- c. General Liability:
  - i. Bodily Injury \$ 5,000, 000, 00 each occurrence
  - ii. Property Damage \$ 150,000.00 per accident  
\$ 1,000,000.00 aggregate
- d. Automobile Liability:
  - i. Bodily Injury \$ 5,000,000.00 each occurrence
  - ii. Property Damage \$ 150,000.00 per accident  
\$ 1,000,000.00 aggregate
  - iii. Medical Payments \$ 100,000.00 each person
- e. Excess Liability (Umbrella) \$ 10,000,000.00

The Proposer shall furnish three (3) certificates to the Greenwich Public Schools/Town of Greenwich of each insurance policy or policies, which certificates shall contain a synopsis of the types and amounts of coverage provided by each policy, a true copy of each policy shall also be attached. All insurance shall be carried in a company or companies authorized to do business within the State of Connecticut. Such certificates of insurance shall be in the form attached hereto.

**CONTRACT CANCELLATION & PENALTY POLICY:**

- 6.6 Greenwich Public Schools / Town of Greenwich reserves the right to terminate the Agreement or any other agreement with the Proposer if any of the conditions listed below exists but, not limited to:
  - A. The Proposer is unable or refuses to fulfill the terms and conditions of the Agreement
  - B. The Proposer breaches the terms and conditions of the Agreement
  - C. The Proposer refuses to provide safe vehicles and/or transportation services to the students of Greenwich
  - D. The Proposer fails to meet the school schedule and/or consistently fails to pick up eligible students

- E. The Proposer becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, and is subject to an involuntary petition in bankruptcy not discharged within 30 days
  - F. The Proposer subcontracts, assigns, transfers, conveys, or otherwise disposes of its obligations under this Agreement other than as provided in this Agreement
  - G. The Proposer fails to comply with all federal, state, regional and local laws, regulations, rules, policies, standards, and ordinances in force for public school transportation and motor vehicle operations
  - H. The yearly allocation of funds for transportation by the Greenwich Public Schools Town of Greenwich is not appropriated
- 6.7 If in the opinion of the Greenwich Public Schools / Town of Greenwich, the company is not satisfactorily fulfilling the conditions and obligations of the resultant contract, the Board may terminate the resultant contract on five (5) days written notice to the company, employ another bus company to complete said resultant contract, and to hold the company (and the surety) responsible for any extras or added expenses, loss, or damages suffered by the Greenwich Public Schools / Town of Greenwich in carrying out said resultant contract. Notice of termination shall be effective when mailed and termination shall not relieve any party of any rights or obligations which occurred prior to such termination. The rights and obligations set forth in Section 6 (Insurance/ Indemnification/General Responsibilities) will survive and continue after any expiration or termination of the resultant contract and shall bind the parties and their legal representatives, successors, heirs and assigns.
- 6.8 The Board will not be obligated, under any circumstances, to pay for any Services that have not been provided. Compensation will only be provided for services required by the Board and **properly delivered** by the Contractor.
- 6.8.1 There will be financial penalties for poor or non-performance. See Section 13, Payment Schedule.

## **SECTION 7 / VEHICLES, TRANSPORTATION EQUIPMENT AND MAINTENANCE**

- 7.1. The number of vehicles needed to transport District children is expected to vary. Greenwich Public Schools / Town of Greenwich contracts for the following: **Vehicles may be reduced or added to this Agreement each year.** The vehicles cannot be more than eight (8) years old during the course of the contract. Greenwich Public Schools / Town of Greenwich required the fleet to include at least the following: The Proposer should submit a proposal based on the approximate number of buses, including the above listed equipment (under storage equipment and wheelchair lifts). The approximate number of buses needed will be verified and stipulated in the contract.
- A. All passenger vans must be equipped with rear window heaters, air conditioning, and seat belts.
  - B. All Type II buses must be equipped with air conditioning and seat belts.
  - C. All buses shall be equipped with strobe warning lamps, stop arms, crossing gates, and white roofs.

- D. All buses must have an assigned bus route labeling system that is approved by Greenwich Public Schools / Town of Greenwich.
- E. Automatic alarm system in rear of bus that activates if driver does not check interior of bus (Bus Scan Child Finder System or equivalent).
- F. Any vehicle used for the transportation of wheelchair-bound students shall have anchoring devices appropriate to the type of wheelchair utilized by the particular student(s).
- G. All buses must be equipped with a Global Positioning System (GPS) (Zonar or approved equivalent) system with advanced stop arm and door opening alerts. The Proposer shall include in their Proposal package details on the specific GPS systems to be utilized. The GPS data must be made available in a format compatible with the District's transportation routing software. The District currently utilizes Zonar and Edulog for transportation routing and daily management but may change its transportation routing software during this contract period. The contractor shall be responsible to provide a daily listing to the district of the particular asset (bus) assigned to each route.
- H. GPS software and daily data shall be supplied to the Greenwich Public Schools / Town of Greenwich by the Proposer at no cost. Annual training provided by Proposer as needed for transportation software (GPS).
- I. All vehicles must be equipped with Automatic Vehicle Locator (AVL) software utilizing the GPS and integrated with the routing software system. The AVL must be web-based and provide real-time vehicle tracking, direct access to student and driver information from the routing software, and flexible reporting capabilities. The system must have the capability to provide each school building with the ability to see what buses are on the property, and to be able to see the estimated time of arrival on all buses inbound to the school. The Proposer shall include in their proposal package details on the AVL software that would be utilized.
- J. All buses upon which the resultant contract is to be based shall be reserved for the exclusive use of the Greenwich Public and Non-Public Schools. All buses shall be marked on each side with the words "Greenwich Schools," in 6" lettering.
- K. The Proposer must supply a two-way communication system that is acceptable to the district in all operational vehicles. The communication system must be band sufficient to reach all areas of operation within the school district. Vehicles that operate outside the district must be equipped with communication devices that allow them to communicate with dispatch and/or board of education transportation office. Historically, the Greenwich community has had digital radio programs in place and have experienced reception problems in areas. Possible suggestions to remedy this would be a digital radio system and/or cell-based push to talk systems. The Proposer would be responsible for all radio maintenance programs and training of all staff. Communications system must be operational while buses are turned off (reflecting the Connecticut no idling law). The Proposer will supply a communication unit to the transportation office.



L. All Type I buses must be equipped with a minimum of four cameras with audio capture feature. The cameras must be placed in consultation with the District with camera coverage shown to cover entryway, driver, middle and rear seats. All Type II vehicles must be equipped with a minimum of two cameras, again placed in consultation with the District. The Proposer shall also make available software for viewing, playback and event searching by District personnel. Camera output must be provided electronically to the District, and all output must be transmitted within 2 hours after the completion of the bus run. All camera use and video viewing shall be consistent with the policies and procedures as established by the District. The Proposer shall have in place a camera maintenance program to ensure that cameras are operational in all active buses, including both video and audio recording. The maintenance program shall include a procedure for the testing of cameras, and said procedure description shall be provided to the District. Upon request from the District, the Proposer shall immediately provide the District a copy of all camera maintenance logs including details on camera tests. The District shall strictly enforce the mandate to have operational cameras in all buses providing services pursuant to this contract. No camera systems maybe older than 2020 at the start of this contract. Cameras shall be operational whenever there is an occupant additional to the driver on the bus. The Proposer shall include in their proposal package specific information about the camera system that will be provided. The District envisions a camera system similar to the Seon Trooper TL2/TL4 Digital Video System, or an equivalent. Alternate systems will be considered that are equal to the Seon specifications as determined by the District

- 7.2. The Proposer is responsible for any additional equipment required by laws, rules, regulations, policies and standards of the federal government, the State of Connecticut, the Connecticut Department of Motor Vehicles and at no cost to the Greenwich Public Schools / Town of Greenwich during the course of this contract.
- 7.3. The Proposer shall, at all times, during the period of this Agreement, provide spare vehicles at a ratio of ten percent (10%) for the fleet and on-site driving personnel sufficient to satisfy the requirements of this Agreement at all times. The spare vehicles and spare drivers shall be used in the event of any scheduled maintenance, accident, breakdown, delays, emergency, shortages due to athletic or field trips, driver absence, etc. and will be accessible within 20 minutes. (See Section 13A.10 for non-compliance penalty).
- 7.4. During the term of this Agreement, the Proposer shall have the right to substitute new or equivalent vehicles, provided prior written notice is given to and such substitution meets the terms and conditions of this proposal. Greenwich Public Schools / Town of Greenwich reserves the right in the exercise of its sound discretion, to reject equipment proposed to be used, or after the contract shall have been awarded, equipment which may have been in use whether or not such equipment meets the specification of the Commission of Education and the Public Service Commission, which specifications shall be deemed minimal. The age of the bus fleet in use on this contract shall not exceed eight (8) years. Buses must be kept in excellent mechanical condition, and must be kept clean both inside and out, but specification of these items does not exclude other criteria which may be used by the Greenwich Public Schools/Town of Greenwich to determine acceptability of a bus. In any event, all buses shall be open to inspection by the Greenwich Public Schools/Town of Greenwich or its duly authorized representatives at all times. The

Greenwich Public Schools/Town of Greenwich shall have the unrestricted right to reject any bus it deems defective, hazardous, subject to frequent breakdowns or repairs. The Proposer shall maintain a regular maintenance schedule for all buses and make the records available to the Greenwich Public Schools/Town of Greenwich. Any legislation or state guidelines which require modifications to existing equipment the costs associated with this legislation shall be borne by the Proposer.

- 7.5. No bus shall carry any commercial advertisements, nor shall any be distributed to passengers.
- 7.6 The contractor shall have full responsibility for all maintenance on vehicles used under this contract. Such vehicles shall be kept in such condition as to pass any State of Connecticut inspection at any time.
- 7.7 The Proposer shall set up a regular inspection program of all vehicles and equipment and shall keep written records showing regular mileage inspections and periodic inspections so that Greenwich Public Schools / Town of Greenwich or its agent may, at any time, request the written record of the inspection made by the Proposer. Such records shall include a specific statement concerning the mechanical condition of each individual vehicle and equipment. As part of the proposal submission, the Proposer shall include a detailed summary of its preventative maintenance program for both vehicles and equipment.
- 7.8 At any time during this Agreement, Greenwich Public Schools / Town of Greenwich or its agent shall have the right to conduct inspections of the Proposer's vehicles and equipment facility, and to make recommendations concerning changes, repairs or additions to the mechanical equipment of the Proposer's fleet.
- 7.9 The Proposer will arrange for inspection of the Greenwich Public Schools Transportation fleet to comply with the Department of Transportation (State and Federal regulations); any violations will be addressed at once. This inspection will be annual.
- 7.10 The Proposer's planned program of preventive maintenance and safety shall include daily cleaning of the interior of all vehicles and monthly washing of vehicle exterior with washing of interior surfaces every 30 school days.
- 7.11 The successful Proposer is responsible for obtaining as required by State and City authorities building permits, repair license, any other code requirements. The Proposer must comply with any and all Federal, State and local laws, regulations and ordinances concerning the storage and use of the fuel. It must also allow inspections of the storage facilities to Greenwich Public Schools / Town of Greenwich as well as other departments, such as Fire, Health, Public Works, and Conservation. The facility must have adequate security at all times, i.e., fencing all around, security cameras, etc.

All proposals shall identify the location, size and ownership of the proposed site. Providers shall furnish with their proposal evidence of the site control, or commitment for use of the site if the provider is awarded the contract. All school bus facilities (hereafter referred to as the facility) will be open for business from at least thirty (30) minutes before the first scheduled bus is to depart to at least thirty (30) minutes after the last scheduled bus returns (hereafter referred to as operating hours).

All sites proposed for providers submitting proposals requiring ten (10) or more vehicles per operating day shall be of sufficient size to accommodate all vehicles, including spares, to

be used under this contract.

For contractors awarded at least five (5) or more vehicles per operating day, the site must be located within twenty (20) miles of the District's central office.

- 7.12 The Proposer shall furnish all transportation service with the equipment specified herein and all such service and equipment necessary to perform all transportation of school students as directed by Greenwich Public Schools/Town of Greenwich.
- 7.13 The Proposer agrees to submit any and all buses and related equipment for inspection by the Greenwich Public Schools/Town of Greenwich at any time upon request. Any bus found to be unsafe or not in compliance with the terms of this Agreement shall not be used to transport students until a subsequent inspection by the Greenwich Public Schools/Town of Greenwich confirms that all defects have been remedied.
- 7.14 The Proposer shall provide a regular system of inspection and preventative maintenance and shall keep uninterrupted transportation service in accordance with the performance standards provided hereby.
- 7.15 The Proposer shall make periodic inspections to be conducted not less than every two thousand miles or not less than once per month whichever is more frequent. Written records showing these inspections shall be kept and be opened to Greenwich Public Schools/Town of Greenwich inspections and shall be completed on forms approved by the Greenwich Public Schools/Town of Greenwich.
- 7.16 No retread tires shall be used on any buses.

**SECTION 8 / FACILITY, FUEL SITE, and CONTRACTOR OFFICE**

- 8.1 The successful Proposer is responsible for obtaining as required by State and City authorities building permits, repair license, and other code requirements. The proposed facility for the District's service must be located within the Greenwich Public Schools/Town of Greenwich limits and the facility is large enough to accommodate 72 buses, 7 vans. The building on premises should be large enough to accommodate office space for (1) General Manager, Secretaries, Dispatcher, and Safety Instruction. It must have a supply room for parts needed for repairs. The facility must have adequate space to conduct driver training courses. In addition, fuel tanks must reside on-site. The Proposer must have adequate and sufficient storage for the fuel to be used, and must comply with any and all Federal, State and local laws, regulations and ordinances concerning the storage and use of the fuel. It must also allow inspections of the storage facilities to the Greenwich Public Schools/Town of Greenwich, as well as other Greenwich Public Schools/Town of Greenwich agencies and departments, such as Fire, Health, Public Works, and Conservation. The facility must have adequate security at all times, i.e., fencing all around, security cameras, etc.
- 8.2 The Proposer will have access to the Internet, and the Proposer is responsible for the training necessary to allow the Proposer's employees to maximize the use of this resource. The Proposer will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Proposer must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spreadsheet 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 7.1 G the terminal is required to have access to the District's routing software

(VersaTrans or equivalent). The Proposer shall pay any costs associated with any licenses required for the Proposer to operate this software, including any licenses for the operation of GPS. The Proposer is responsible for any internet costs, related computer equipment, and staff training, and the Proposer is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate the required software.

## **SECTION 9 / TRANSPORTATION REQUIREMENTS**

- 9.1 The transportation services to be provided by the Proposer pursuant to this Agreement and during the Terms of this Agreement, including, but not limited to the school bus vehicles, the hiring, licensing and training of drivers and the operation of buses shall strictly conform to all applicable federal, state and local laws, rules, regulations and directives.

The website for Greenwich Public Schools can be located at:  
(<http://www.greenwickschools.org>). This website contains the Greenwich Public Schools Transportation Policy. The Proposer is responsible for obtaining this information.

- 9.2 **Student Behavior and Control**: The Proposer is responsible for Students from the period of transportation which begins when the passenger begins to enter the vehicle and shall end when the passenger leaves the right of way of the public road or street after alighting from the vehicle. The Proposer shall require its drivers to report in writing any disturbance, irregularities or disciplinary infractions by students to the proper school authorities.
- 9.3 **Children of Drivers**: Greenwich Public Schools/Town of Greenwich is aware that many School Bus Proposers attract parents as drivers by allowing offspring to ride as passengers. Greenwich Public Schools/Town of Greenwich is willing to allow this practice as long as the practice does not interfere with the primary function of student transportation and the Proposer/driver complies with all laws and regulations for the transportation of infants and small children. The Proposer bears all liability for this practice.
- 9.4 **Passenger Authorization**: Only individuals specifically authorized by Greenwich Public Schools/Town of Greenwich shall be allowed to ride the vehicles. Greenwich school students shall be permitted in any bus without specific permission from the Greenwich Public Schools/Town of Greenwich. The Proposer shall direct bus drivers to check passes of passengers, whenever so requested by the Greenwich Public Schools/Town of Greenwich. The Proposer shall furnish the Greenwich Public Schools/Town of Greenwich at any time when requested the actual number of riders carried on any route, the actual time schedule of any route and such other information as the Greenwich Public Schools/Town of Greenwich may request.
- 9.5 **Complaints**: The Proposer shall investigate all complaints, keep a log of such complaints, and shall report the action taken to the School Administration, as soon as possible.
- 9.6 The Proposer shall at all times during the term of the resultant contract keep the required buses in the regular fleet, including spares, available to transport all eligible students. No bus shall be loaded in excess of legal capacity. In the event that a bus reaches its full capacity and students remain to be picked up, the driver shall inform the dispatcher. The dispatcher shall send another bus for the remaining students at no additional charge.
- 9.7 Each of the Type II (special needs) buses shall be equipped with car seats as necessary to transport the designated students. The need for car seats shall be indicated on routes provided to the Proposer. The car seats shall accommodate the individual special needs of the students. The Proposer shall provide harnesses or any other type of restraints

necessary for transporting students with special needs including car seats. There shall be no additional cost to the district.

- 9.8 At any time during the term of the resultant contract, the Town shall have the right to conduct inspections of the Proposer's equipment and to make reasonable recommendations concerning changes, repairs, or additions to the mechanical equipment of the carrier. The Proposer shall carry out said recommendations at the earliest possible time. No expense shall be borne by the Greenwich Public Schools/Town of Greenwich.
- 9.9 Prior to August 1 of each year, the Proposer shall submit a complete list of all buses to be used during the year to the Greenwich Public Schools/Town of Greenwich Transportation Department. The list shall include the name of the manufacturer, the date of manufacture, serial number, and pupil capacity.
- 9.10 Inspections will be done annually per State of CT statutes/regulations. During the course of the contract, the Proposer will follow all statutes and regulations. The Proposer is required to make any repairs which are directed as a result of State inspections within the time period indicated by the inspector. Reports of each inspection shall be filed with the "Greenwich Public Schools" Transportation Manager within seven (7) days of the completed inspection. Inspections are to be conducted by inspectors from the State Department of Motor Vehicles. The State's inspection form is to be used at all times.
- 9.11 Buses shall not carry any commercial advertisements, nor shall any be distributed to passengers.
- 9.12 The Proposer shall provide cell phones on all athletic and field trips. Cell phones may not be used for personal use by drivers, students, or any other passengers so authorized by the Board. All expenses shall be borne by the Proposer.

#### **SECTION 10/BUS SAFETY**

- 10.1 Bus Safety Drills: Required, as part of this Agreement is the utilization of buses and drivers for bus safety drills as required by Connecticut General Statutes with no expense to the Greenwich Public Schools/Town of Greenwich. Bus safety drills shall be conducted two times per school year.
- 10.2 Vandalism: The Proposer shall be responsible for the cost of vandalism to the vehicles. Greenwich Public Schools/Town of Greenwich shall cooperate with the Proposer to keep vandalism low and prosecute violators to the full extent of the law. Any remuneration recovered as a result of vandalism on school buses shall become the property of the Proposer. The Greenwich Public Schools/Town of Greenwich supports and encourages the use of technology to enhance safety and behavior on buses.
- 10.3 Accidents: In the event of an accident, the Proposer shall report to the Greenwich Public Schools/Town of Greenwich's Transportation Manager or designee promptly, but in no case more than the "close of the school day" after the accident occurs. At the request of the School Administration, the Proposer shall promptly prepare a written report of the accident and forward a copy to the Superintendent or Superintendent Designee.
- 10.4 Accidents: In addition to monthly reports, in the event of any accident involving the operation of a school bus, the District's designated liaison must be notified immediately. Any written reports which may be necessary will be completed by Proposer within twenty-four

(24) hours and police reports within 5 days. Proposer must also comply with all Federal, State, and/or District regulations or policies relative to accident reporting, investigations, and reviews. The District reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.

- 10.5 Student Discipline Matters: In addition to monthly reports, in the event of any student discipline matters involving District students, the Proposer shall immediately notify the individual school building, and the District's liaison, in the manner as prescribed by District policy and procedure. The Proposer shall follow the discipline operating procedures as defined by the District. Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in the District during the term of the contract. It is of paramount importance that drivers and bus aides maintain good order on the school buses. Drivers and/or bus aides may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the District's certification (approval) of any driver or aide who fails to do so. Any cost or salary reimbursement for attendance by drivers or aides shall be borne by the Proposer.
- 10.6 Student Counts: A student count is required at least two times per month during the school year. The District will provide the Proposer with the schedule for these student counts. The Proposer will provide whatever assistance is requested to assist the District in the compilation of this data.
- 10.7 Compliance with Section 10-221c reporting: The Proposer shall assist the District in the tracking and filing of complaint and accident information consistent with the requirements of Section 10-221c of the Connecticut General Statutes.

## **SECTION 11 / ROUTES**

- 11.1 Routes and stops are developed by the Greenwich Public Schools Transportation Department according to their policies and regulations. The Proposer's driver will not deviate from the routes assigned by the Proposer and the Greenwich Public Schools. A copy of the route the bus is serving shall be carried in the vehicle at all times. The proposer is expected to assist in the development of routes and stops.
- 11.2 Drivers and spare drivers are expected to be thoroughly familiar with routes prior to the opening of school. The Proposer shall thoroughly field test all bus routes prior to the opening of school to verify any discrepancies and to familiarize the drivers with unfamiliar routes. Prior to the start of each school year, drivers shall be required to perform two (2) "dry runs" with a bus for each route assigned to that driver.
- 11.3 All routes, number of vehicles and numbers of children, and starting and dismissal times are tentative and subject to change at the discretion of the Greenwich Public Schools/Town of Greenwich. The Greenwich Public Schools/Town of Greenwich shall establish details including which students are to be transported, Bus Routes, locations of Bus Stops, time schedules, and recommended operating and safety procedures for the transportation service provided for herein, and such details shall be furnished to the Proposer in writing. Any such details may be changed, withdrawn or amended from time to time by the Greenwich Public Schools/Town of Greenwich by a written statement sent to the Proposer or via the district's routing software. Further, the Greenwich Public Schools/Town of Greenwich reserves the right during the term of this Agreement to require an increase or

decrease in the number of buses to be employed by the Proposer in furnishing transportation service hereunder, to vary the number of students to be transported, to determine any variations in routes to be utilized and to determine variations in any other item of transportation service. In the event of any such variation, the Greenwich Public Schools/Town of Greenwich agrees to notify the Proposer in writing of the effective date of such variation. Compensation for any such variation will be adjusted in accordance with the proposal sheet. If there are no students to be transported on any route, it is agreed that there shall be no running of buses on such route and no charge shall be made in connection with such a route.

- 11.4 The Proposer shall assign a driver permanently to each route, and except in cases of an emergency, the assigned driver may be changed only with the consent of a duly authorized agent of the Greenwich Public Schools/Town of Greenwich not to be unreasonably withheld. Each driver must become thoroughly familiar with assigned runs prior to actually transporting students. The Proposer must provide the Transportation Manager with a roster of bus driver names and primary assignments on or before September 15 of each year.
- 11.5 The Proposer will conduct physical counts of each student riding the bus every two weeks and provide the counts to Greenwich Public Schools in an electronic (spreadsheet format).

## **SECTION 12 / TRANSPORTATION SCHEDULING**

- 12.1 It should be noted that non-public and state vocational school calendars may not coincide with public school calendars. There may be days when transportation is provided to private and out-of-town schools, but not public schools, and vice versa. However, on Federal holidays recognized by the district, no transportation is provided to any schools, public, private, or out-of-town. In 2022-23, the district recognized 10 Federal holidays.

The website for Greenwich Public Schools can be located at:

(<http://www.greenwickschools.org>). This website contains the school calendar. The Proposer is responsible for obtaining this information.

Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route specifications. The Proposer shall also provide:

- a) District-wide mid-day dismissals when required.
- b) Early dismissals as per calendars provided by the District.
- c) Comparable transportation from all non-public schools covered by this Contract on days when Greenwich Public Schools have other than regular dismissals.
- d) Early dismissals of any and all schools for parent conferences, special events, weather or civil emergencies, etc.. On various occasions through the year, the public schools may dismiss early (day before Thanksgiving; last day of school; etc.), or selected schools may dismiss early (high school exams). The Proposer shall accommodate these early dismissals at no additional cost to the District.
- e) Dismissal as required during January and June examination weeks in the high school.

f) Summer transportation as determined each year and as required by the individual student programs.

g) The Proposer will delay, at no additional cost to the District, the morning routes by up to two hours on any day that the Superintendent of School institutes a delayed opening of school due to adverse conditions.

- 12.2 In the event of a district emergency during normal school day operating hours, the proposer shall make available a minimum of 5 school buses to any district building or evacuation/location center within 25 minutes of notification by district or emergency services.

### **SECTION 13 / PAYMENT SCHEDULE**

- 13.1 Payments: The Proposer will be paid only for the number of vehicles actually in operation. Greenwich Public Schools/Town of Greenwich will make payments for School Buses providing regular transportation services monthly payments commencing in the month of September. Greenwich Public Schools/Town of Greenwich will make payment for all other vehicles on a monthly basis upon receipt of an itemized invoice provided by the Proposer. Terms shall be net 30 days. The Proposer shall maintain a computerized billing system for all Greenwich Public Schools/Town of Greenwich Transportation.
- 13.2 The Proposer agrees to submit timely electronic invoice (s) no less than two weeks after each month end, and year end billing no later than July 15th of each year. (See Section 13A for penalties assessed for non-compliance) Acceptance by the Proposer of the payments shall release the Greenwich Public Schools/Town of Greenwich from all claims and all liability to the Proposer in connection with this Agreement arising during the period for which the payment is made.
- 13.3 The bus Proposer will be paid for only those days on which transportation is furnished. The bus Proposer will be notified of "no school" due to storms, etc., by the Superintendent or his/her designee. In the event of inclement weather, the Superintendent shall determine when schools shall be in session or when the opening of school shall be delayed or the closing accelerated, and the Proposer shall provide transportation in accordance with such determinations. In making such determinations, the Superintendent shall give consideration to the availability of drivers, road conditions, weather forecasts and other factors as it considers relevant, including consultation with the Proposer. The Superintendent will make an inclement weather determination not later than 5:00 am on the day of the weather event.
- 13.4 It is to be agreed by the Greenwich Public Schools/Town of Greenwich that should any schools included in this contract suspend classes at any time earlier than that provided for in the agreement, reasonable notice of such early dismissal shall be given to the bus Proposer so that it can provide buses for early dismissal. There is to be no charge for this except for the cost of the driver when additional service is required because of irregular scheduling.
- 13.5 The Proposer shall be paid upon satisfactory completion of the work upon submission of a monthly bill. Each requisition for payment must be accompanied with a breakdown showing costs for each day. Upon approval by the Public School Transportation Manager and the First Selectman, or its duly authorized representative, such payment shall be made.



- 13.6 The Proposer recognizes that safe, efficient and prompt transportation service is essential and that the Proposer agrees that time is of the essence in its performance hereunder. The Proposer further agrees that where such time schedules have been established by the Greenwich Public Schools/Town of Greenwich, students will be transported in strict compliance with such schedules. It shall be the duty of every bus driver to communicate promptly to the traffic control office by the fastest means available any deviation from established operating procedures or schedules. The Proposer further agrees that in the event any school bus arrives at or departs from any route location more than fifteen (15) minutes later than the scheduled time, or if a student(s) is dropped at an unauthorized stop or if a driver fails to make all authorized stops, the Proposer shall not be entitled to payment for that bus on that day. Furthermore, the Proposer agrees to pay the sum of \$75.00 as a fine for each such bus for each day without proof of loss or damage without prejudice to the Greenwich Public Schools/Town of Greenwich or any individual's right to bring a claim for additional damages incurred as a result thereof. In the event the Proposer has been assessed fines for twenty consecutive school days, said Proposer shall be deemed to be in breach of the Agreement.
- 13.7 Loss of payment for deviation from any time schedule may be waived by the Greenwich Public Schools/Town of Greenwich upon the Proposer's establishing in writing that good cause existed for such deviation. If the number of late buses in any week exceeds ten percent (10%) of the routes, the Proposer shall pay an additional penalty for each late route equal to the cost of a bus on a per diem basis without prejudice to the Greenwich Public Schools/Town of Greenwich or any individual's right to bring claim for additional damages incurred as a result thereof.
- 13.8 Subject to the terms of this Agreement, the Greenwich Public Schools/Town of Greenwich agrees to pay and the Proposer agrees to accept as full consideration for the performance of the Proposer's obligations hereunder the amount set forth in the Proposer's proposal sheet. Payment will be made by the Greenwich Public Schools/Town of Greenwich monthly for such transportation service actually performed and for which the Proposer is entitled to payment herein. The Proposer's acceptance of such monthly payments shall release the Greenwich Public Schools/Town of Greenwich from all claims and liability to the Proposer under this Agreement for the period for which such payment was accepted. No payment made or acceptance of such monthly payments shall release the Greenwich Public Schools/Town of Greenwich from all claims and liability to the Proposer under this Agreement for the period for which such payment was accepted. No payment made or accepted, however, shall operate to release the Proposer, its sureties or insurers from any obligation under this Agreement or any bonds or insurance policy required by this Agreement. The acceptance by the Proposer or its successors or assigns of any payment made or final requisition of this contract, or if any final payment due on termination of this Contract, shall constitute full and complete release of the Greenwich Public Schools/Town of Greenwich from any and all claims, demands and causes of action whatsoever which the Proposer, its successors or assigns have or may have against the Greenwich Public Schools/Town of Greenwich under any provision of this Contract.

13.9 In the event that the Greenwich Public Schools/Town of Greenwich fails at any time during the term of this Agreement to appropriate sufficient funds to pay the agreed costs for transportation service strictly in accordance with this Agreement, the Greenwich Public Schools/Town of Greenwich may, at its sole discretion, terminate this Agreement with respect to any future performance hereunder for such period for which funds have not been provided, or to reduce proportionately so much of the performance of this Agreement or to terminate so many items to be performed pursuant to this Agreement as may be necessary to provide transportation services for the amount of funds appropriated. If insufficient funds have been appropriated, the Greenwich Public Schools/Town of Greenwich may terminate the entire Agreement so that neither the Greenwich Public Schools/Town of Greenwich nor the Proposer shall have any future liability or obligation with respect to each other or the Agreement.

### **SECTION 13A / NON PERFORMANCE PENALTIES AND/OR DAMAGES**

13A.1 The District has included non-performance penalties and/or damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Greenwich 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. Under the following circumstances, the Greenwich Public Schools may assess penalties against the Contractor. **Greenwich Public Schools will not pay for any services that have not been provided.**

In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the Proposer, through their voluntary submission of their Proposal, hereby stipulates that the following sums shall be enforceable for breach of this Contract:

13A.2 If at any time the Contractor does not provide the required number of buses, drivers or bus monitors necessary under this Contract, the Board of Education may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$100.00 as damages, 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 damages stated in this Section.

13A.3 If the Contractor does not supply the necessary spare vehicles and/or on-site drivers to operate the Transportation Program as detailed in Section 7.3, the District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00 as damages.

13A.4 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 as damages from the monthly payment for each such occurrence.

- 13A. 5 If at any time the Contractor uses a driver or bus monitor 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 as damages from the monthly billing for service for each person so employed, plus the per diem cost for the vehicle for that day.
- 13A. 6 In the event a strike or other occurrence causes an interruption of services for more than 24hours, the Greenwich 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.
- 13A. 7 The District requires that all buses that are utilized in the performance of this Contract have operating and active radios, or comparable communication devices (cellular phones), as detailed in Section 7.1.K. \$100 per day per bus damages shall be assessed for any vehicle which does not comply with this requirement.
- 13A. 8 The District requires that all buses have operable digital cameras and GPS. The Contractor must also have in place a maintenance program to verify the operating status of the cameras and GPS units. A one hundred dollar \$100 per day, per bus penalty may be assessed for any bus that violates this mandate.
- 13A. 9 All Type II vehicles are required to have front and rear air conditioning to meet the needs of students with disabilities. A one hundred dollar \$100 per day, per bus penalty may be assessed for any bus that is in use on a run where the air conditioning is required as stated in Section 7.1.B and where the air conditioning is not operable.
- 13A. 10 The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size, and on-site spare drivers. Vehicles must meet the age requirements as detailed herein. Should the Contractor fail to meet these provisions for more than 24 hours without a justifiable reason as solely determined by the District, the Contractor may be assessed \$100 per day per bus.
- 13A. 11 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 \$50 per occurrence as damages.
- 13A. 12 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, \$50 per missed trip 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 will not be billed for the trip. This provision will apply should a driver perform a trip without adequate directions, or should the driver get lost during the performance of the run. Drivers are expected to perform the services for the District equipped with proper directions and trip details .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 damages 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. If the Contractor fails to meet any of the requirements stated in these specifications, the Contractor shall be liable to a deduction of \$300 per day per failure as damages from the monthly payment for each such occurrence.

13A. 13 A 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 delivered to their school buildings prior to the assigned arrival time. In the PM, 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, and all buses must arrive at their AM schools prior to the scheduled arrival time. In the PM, a bus is not "late" on the 2nd tier until 15 minutes past the bell time. A vehicle which violates the AM or PM time standard may be assessed a penalty of \$50 per occurrence. **Should situations beyond the control of the Contractor cause the late pick-up in the PM (weather; traffic), the penalty will not be assessed.**

13A. 14 It is understood and agreed by the Contractor that the assessment of non-performance 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 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 damages and delay any assessment to the Contractor unless and until the accumulated 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 damages. During the term of any accumulation, the District will provide the Contractor notice of 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.

13A.15 A three hundred dollar (\$300.00) penalty will be assessed for each failure to provide approved special needs equipment (e.g., car seat, harness) as specified in the resultant contract.

13.A.16 A two hundred dollar (\$200.00) per day penalty will be assessed for non compliance of timely monthly and year end billing.

#### **SECTION 14 MANAGEMENT / SUPPORT PERSONNEL**

14.1 The Proposer shall employ a qualified General Manager annually, approved by the Board, to supervise the total school transportation program which is established for the purpose of meeting the requirements of the resultant contract. The General Manager shall be available exclusively for the Greenwich Schools and shall not be assigned driving duties. Said General Manager shall be available to the Administration, other representatives of the Board, and shall be present at all times during the school hours of each school day.

14.2 The Proposer shall employ a Dispatcher annually, approved by the Board, to direct the regular daily operation. This position shall be exclusively for the Greenwich Schools, and shall involve no regular driving. The Dispatcher shall be available to the Administration, other representatives of the Board and Greenwich Public Schools/Town of Greenwich, and shall be present at all times during school hours or each school day.

14.3 The Proposer shall employ a Safety Instructor/Trainer annually, approved by the Board, available exclusively for the Greenwich Schools, who is certified by the State, separate from the General Manager and Dispatchers, to train new drivers, retrain and update veteran drivers, train substitute drivers, conduct safety meetings, monitor video camera tapes and make reports to Greenwich Public Schools/Town of Greenwich, assist drivers to obtain the proper licensing, and prepare drivers for proficiency testing. This person must be familiar with all areas of Greenwich, and may have no driving assignments.

14.4 A maintenance crew of qualified mechanics shall be available exclusively for Greenwich Schools, and shall not be assigned driving duties. No vehicles shall be serviced or repaired in the Greenwich facility other than those used exclusively for Greenwich Schools.

14.5 If the assigned General Manager, Dispatcher, safety Instructor/Trainer should terminate their employment for any reason, new persons will be hired by the Proposer with the approval of the Greenwich Public Schools/Town of Greenwich's Transportation Manager, and subject to the same CDOT regulations, background checks, and criminal records checks.

14.6 The Proposer shall maintain sufficient staff who has knowledge of Microsoft Programs Excel/Word, proficient on Versatrans (or of equal software) and GPS programs. The Administrative Staff should be proficient in communications, correspondence, dispatching of buses, handling of complaints, and other problems normally related to a program of pupil transportation that can be efficiently and effectively provided for.

14.7 Accidents described in the preceding paragraph shall be attended to at the scene of the accident by the Proposer's supervisory personnel. At no time shall a driver who has been

involved in any such accident continue driving the same bus until supervisory personnel have attended the scene.

- 14.8 The Proposer shall maintain a Traffic Control Office (hereinafter referred to as the "Office"), which shall be adequately, and competently staffed, which shall include a full-time Manager and personnel with primary responsibility for safety and training exclusively for the Greenwich Public Schools/Town of Greenwich whenever buses are in operation. The Greenwich Public Schools/Town of Greenwich reserves the right to reject any applicant prior to actual hire. The manager will serve as the key liaison with the designated Greenwich Public Schools/Town of Greenwich agent for day-to-day operations and overall problem solving.
- 14.9 The Proposer shall at all times, provide a sufficient number of spare drivers and spare buses equipped as previously specified to be used in the event of any accidents, breakdowns, delay emergencies, etc. The Proposer shall provide in the Manager's office one unlisted telephone for emergency use.

### **SECTION 15 / BUS DRIVERS**

- 15.1 The Proposer shall as part of pre-employment screening, complete drug and alcohol testing on each and every prospective employee required by the State of Connecticut.
- 15.2 The Proposer shall ensure that all drivers have submitted a complete physical examination prior to the beginning of each school year. A licensed practicing physician shall conduct the physical examination and the physician shall certify that the driver is in good physical condition at no expense to the Greenwich Public Schools/Town of Greenwich. Also
- 15.3 The Bidder is required to do Employee Background Checks as imposed by Section 2 of Public Act 16-67, which amended Conn. Gen. Stat. 10-222c.
- 15.4 The Proposer shall provide at least 20 hours of driver training annually. Training shall focus on defensive driving skills, student management, care of special needs students, parent/driver relations and other areas deemed relevant to improving the safety of the service provided to.
- 15.5 A post-accident testing event occurs as defined on the Proposer's Drug Policy if there is reasonable cause to suspect drug or alcohol use. (This policy is based on Federal Regulations and may be subject to change as a result).
- 15.6 Drivers who are tested positive for use of controlled substances and/or alcohol shall be permanently excluded from driving school buses in Greenwich. The Proposer's Safety Director will be required to maintain all records for the drivers. These records can be requested by Greenwich Public Schools/Town of Greenwich at any time. Drivers will be required to be state certified by the Department of Motor Vehicles and during the course of the year, will be trained by the Proposer for the purpose of meeting all state and federal regulations. The Proposer will bear all costs for training and at no cost to the Greenwich Public Schools/Town of Greenwich.

- 15.7 The Greenwich Public Schools/Town of Greenwich requires all Contracting personnel to wear a simple uniform with a picture identification badge. Proposer's personnel shall use extreme caution while driving motor vehicles on school property.
- 15.8 Bus drivers employed by the Proposer must be approved by the Board and properly tested and licensed in accordance with the regulations of the State of Connecticut and the State Department of Motor Vehicles. Each driver shall be familiar with the Greenwich Public Schools/Town of Greenwich's Transportation Policies and Procedures. Bus drivers shall furnish, if requested, proof of good character that is satisfactory to the Greenwich Public Schools/Town of Greenwich, and shall submit to a physical examination and drug test prior to driving for the Greenwich board of Education, and annually thereafter. Random drug testing shall also be required. Costs will be borne by the Proposer. Drivers who test positive for use of controlled substances and/or alcohol shall be permanently excluded from driving school buses for Greenwich Public Schools/Town of Greenwich.
- 15.9 The Greenwich Public Schools/Town of Greenwich shall have the absolute right to require the Proposer to immediately remove a driver from the operation of any vehicle if, in the opinion of the board, said driver does not meet the qualifications specified herein, or otherwise poses a risk to students, and he/she shall not be reinstated without prior approval of the Board. Personnel employed by the Proposer shall be considered employees of the Proposer and shall not, for any purpose, be considered employees or agents of the Board. The Proposer assumes full responsibility for the actions of such personnel while performing services pursuant to the resultant contract, and shall be solely responsible for their tax), unemployment compensation, worker's compensation insurance, and all other requirements of State/Federal labor laws and regulations.
- 15.10 The Proposer shall provide a driving history report for each driver before commencing operations and before the opening of school each subsequent year of the resultant contract. The cost of obtaining such records shall be borne by the Proposer.
- 15.11 The Proposer shall have an annual background check done on each driver. A report shall be available to the school system. Costs shall be borne by the Proposer.
- 15.12 Drivers shall not leave a vehicle unattended at any time when children are on board.
- 15.13 Drivers shall not leave the driver's seat while the motor is running, whether or not there are passengers aboard, except to obtain emergency aid.
- 15.14 Drivers shall not smoke, carry lighted tobacco products, or use other tobacco products when operating a bus or in a bus at any time whether or not children are on board. Smoking is not permitted on school grounds.
- 15.15 Drivers are responsible for limiting passengers only to those eligible to ride. Drivers shall not operate a bus carrying passengers in excess of its rated capacity.
- 15.16 The driver shall perform a pre-check before each morning and afternoon route to determine that the brakes, horns, tires, steering apparatus, emergency lights, and all other equipment are in good working condition. A form approved by the State Motor Vehicle for such pre-check will be completed and turned in to the dispatcher before leaving the garage. The General Manager shall be responsible for initialing and reviewing pre-check records, removing vehicles for maintenance, and retaining all pre-check records for a period of at

least one (1) year. These records shall be available upon request by the Greenwich Public Schools/Town of Greenwich.

- 15.17 Any motor vehicle summons or warnings issued to the Proposer or the Proposer employees or any criminal arrests made while the employee was acting in accordance with the duties set forth in the resultant contract, which have occurred while operating a vehicle under contract with the school system, must be reported to the school administration immediately and followed up with a written report on the next working day following the incident. Any motor vehicle summonses, warnings, or criminal arrests issued to the Proposer or Proposer's employees before or after working hours shall be reported to the Board. Employees may be subject to termination depending on the seriousness of the infraction or violation.
- 15.18 The Proposer shall be responsible for making sure all drivers are familiar with the locations and schedules of all schools as well as any special schedules (holidays, emergency closing, delayed opening, etc.) which may be required during the term of the contract.
- 15.19 The driver is in full charge of his/her vehicle during its operation. The driver is responsible to see that all children are seated and remain seated while the bus is in operation.
- 15.20 Accidents shall be immediately reported to the Board's Transportation Manager by office or cell phone. In the absence of the Transportation Manager, the Greenwich Public Schools Director of Security and Safety will be so notified. Within an hour of the initial notification, a subsequent notification shall be made during which any injuries, property damage, or citations shall be described. This action shall be followed by a complete written report from the Proposer to the Transportation Manager not later than 48 hours after the accident has occurred. Accidents shall include without limitation any incident where an automobile, truck, van, or other motor vehicle, or any bicycle, motorcycle, animal, or any other personal or public property comes into contact, no matter how slight, with any bus.
- 15.21 In the event that any bus driver demonstrates unsatisfactory performance in the opinion of the Greenwich Public Schools/Town of Greenwich, the Greenwich Public Schools/Town of Greenwich shall have the right to require the Proposer to replace the driver within 24 hours after notification. The driver shall not be reinstated without prior written approval of the Greenwich Public Schools/Town of Greenwich.
- 15.22 All drivers and monitors shall submit at least annually to a complete job related physical examination using standards approved by the Greenwich Public Schools/Town of Greenwich, including tuberculosis screening test and drug screening test, at the expense of the Proposer.
- 15.23 Each bus driver and monitor employed by the Proposer to provide transportation service pursuant to this Agreement shall be fully competent to operate a bus transporting students, and shall have a stable personality and high moral character. A complete background check including written record of testimony from five (5) references and a police record review shall be completed prior to hiring and kept on file in the bus company office. No bus driver shall have less than five (5) years of licensed driving experience. The Proposer agrees that the Greenwich Public Schools/Town of Greenwich shall have the right to require dismissal from the Proposer's employ or from the position as bus driver of any driver who, in the opinion of the Greenwich Public Schools/Town of Greenwich, is



unqualified to operate a bus pursuant to this Contract. This dismissal shall occur within 24 hours of notification by the Greenwich Public Schools/Town of Greenwich. The driver shall not be reinstated without prior written approval of the Greenwich Public Schools/Town of Greenwich.

- 15.24 In no event shall the driver of a bus leave the bus unattended while it is occupied by any student, nor shall he leave it unattended while unoccupied unless the bus is securely locked. Drivers shall be responsible for the discipline of the students on the buses, and any disciplinary matter, which the driver is unable to handle, shall be reported by him to the Principal of the school in which the student is enrolled, as well as to the Proposer. The Proposer shall promptly report any such matter to the transportation in any way imperil safe operations; the Proposer shall require that operators shall stop the bus and not proceed until discipline is restored. The Proposer's office is to be immediately alerted via radio. The operation shall report all such occurrences to the Proposer and the Proposer shall Notify the principal or the school immediately or as soon thereafter as is possible. The driver shall be in full charge of the bus and shall allow no misbehavior. The names of any pupils who misbehave or who cannot be managed by the bus driver shall be reported to the appropriate school administrator. Smoking by the driver or pupils shall not be allowed on buses at any time. The use of corporal punishment is not permitted.

#### **SECTION 16 INITIAL DRIVER TRAINING**

- 16.1 All drivers are required to have 20 hours of safety training within the 182 days when schools are in session. Drivers shall be trained according to State requirements and Federal guidelines. Each new driver shall practice his assigned route without children on board.
- 16.2 The safety instructor/trainer shall have a checklist for each trainee to ensure the following topics are covered:
- A. Motor vehicles laws
  - B. State regulations
  - C. Operation of school buses;  
School bus driver training requirements  
Minimum physical standards for public service operators  
Minimum standards for motor vehicles and service buses
  - D. Board policies
  - E. Safeguarding students
  - F. Student road-crossing procedures
  - G. Student discipline procedures
  - H. Driving skills
  - I. Operator attitude
  - J. Accident procedures
  - K. Evacuation drill procedures
  - L. Emergency equipment
  - M. Use of bus radios
- 16.3 The Proposer shall provide educational workshops on transporting students with disabilities to all special needs drivers. Topics shall include, but not be limited to: first aid, emergency care, use of wheelchair tie-downs, use of harnesses and restraints, use of ventilator

equipment, emergency evacuation for the handicapped student, handling of fire extinguisher and other safety equipment, precautionary handling of body fluids, and transporting students with visual, hearing, mental, emotional, or physical disabilities.

- 16.4 The schools shall cooperate with the Proposer to ensure that students are knowledgeable about rules for riders and are accountable for their behavior. Schools will immediately follow through on discipline complaints, giving due consideration to the driver's suggestions. Schools will notify parents about driver's complaints of misbehavior. Good student behavior is intended to permit the driver to give full attention to the driving task.
- 16.5 Staff members who chaperone field and athletic trips shall assist the driver in maintaining discipline on the bus.
- 16.6 The schools shall assist in bus safety programs, which include evacuation drills and information on the following:
  - a. Driver's authority on the vehicle
  - b. On and off-loading procedures
  - c. Pride in and care of the vehicle
  - d. Acceptable behavior on the vehicle
- 16.7 The Proposer shall cooperate fully and participate in all bus safety programs when requested by the Greenwich Public Schools/Town of Greenwich, and shall administer a safety and first-aid program for all bus drivers. A driver supervisor shall ride with each school bus driver prior to the commencement of each school year during the term of this Contract, and at least once during each semester of the school year, for the purpose of observing driving proficiency, safe driving practices and conformance with all applicable laws, rules regulations and directives and the terms of this Agreement. At the request of the Greenwich Public Schools/Town of Greenwich, the Proposer shall submit to the Greenwich Public Schools/Town of Greenwich, a written report of any such observations.

**SECTION 17 QUESTIONS**

- 17.1 All questions must be directed to: [bid\\_department@greenwich.k12.ct.us](mailto:bid_department@greenwich.k12.ct.us). In the subject line of your email, please put "RFP 2345-21 Transportation". All questions must be received no later than 1:00 pm on October 29, 2021. All Answers will be posted as an addendum to our website, [www.greenwickschools.org](http://www.greenwickschools.org) no later than 2:00 pm on November 4, 2021. Failure to comply with these conditions will result in the proposer waiving his/her right to dispute the proposal specifications and conditions. It is the proposer's responsibility to check our website for all addenda up to the day before the opening date.

The Greenwich Public Schools/Town of Greenwich reserves the right to waive any informalities in the proposal or reject any or all proposals or to accept any proposal which appears to be in the best interest of the Board. Any proposal may be withdrawn prior to the opening time and date. Any proposal received after the time and date as specified will not be considered.

**SECTION 18: CONTRACTOR REQUIRED REPORTS**

- 18.1 The Proposer shall deliver to the District its written report of operations on a monthly basis.

Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters and accidents, specific driver and bus monitor training programs, driver and bus monitor discipline matters and related documentation, and other items related to the performance of the Contract. ***The Proposer and the District shall meet prior to the beginning of school to finalize the information to be contained on this report.***

- 18.2 Whenever requested, the contractor shall submit to the Transportation Manager written reports providing such information and set out in such a format as may be approved in advance by the Transportation Manager. In the event the Transportation Manager rejects any of the submitted materials, or any portion thereof, the contractor shall revise such rejected work at its own cost and expense and submit the revised work for review and approval.
- 18.3 The contractor shall be available to meet with the Transportation Manager or its representatives; with other agencies, departments, staff or officials of Greenwich Public Schools/Town of Greenwich as appropriate; and with other entities as directed by the Transportation Manager, with regard to its performance hereunder.
- 18.4 Greenwich Public Schools/Town of Greenwich may, from time to time, request changes in the scope of services of the contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the contractor's compensation, which are mutually agreed upon by and between Greenwich Public Schools/Town of Greenwich and the contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement

#### **SECTION 19: ELECTRIC BUSES**

Greenwich Public Schools would like a quote on electric buses. Buses will be assigned to district routes but must have the capacity for 125 mile range. All features shall be comparable to requirements stated herein for normal conventional buses including but not limited to seating, cameras, optional equipment, etc. Contractor will provide in their proposal specs on the electric buses they are proposing, including manufacturer, features and charging requirements. ( See Appendix B1)

#### **COLLUSION AMONG BIDDERS**

More than one offer from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bidders will be rejected if there is any reason for believing that collusion exists among the bidders.

Participants in such collusion may not be considered in the future offers for the same work. Each bidder, by submitting a bid, certifies that it is not a part of any collusive action.

#### **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

The successful bidder will not discriminate against any employee, or applicant for employment, I

because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful bidder agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause. The successful bidder in all solicitation or advertisements for employees, placed by or on behalf of the contractor, will state that such successful bidder is an Equal Opportunity Employer.

Employment discrimination by contractor prohibited. Notices, advertisements, and solicitations placed in accordance with Federal Law, rules or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

## APPENDIX A

### ADDITIONAL TERMS:

1. The parties to these presents, each in consideration of the undertakings, promises and Agreements on the part of the other herein contained, have undertaken, promised, and agreed and do hereby undertake, promise and agree, the Owner for itself, its successors and assigns, and the Proposer for himself and his heirs, executors, administrators, successors and assigns, as follows:
2. The work under this Proposal shall consist of everything set forth in the Specifications. It shall be understood that the Proposer shall provide complete, functional equipment and all such work shall be in strict compliance with all municipal, state and federal statutes.
3. The Proposer shall be paid upon satisfactory completion of the work upon submission of a monthly bill. Each requisition for payment must be accompanied with a breakdown showing costs for each day. Upon approval by the Public School Transportation Manager and the First Selectman, or its duly authorized representative, such payment shall be made.
4. The term of this Agreement shall be from July 1, 2022 through June 30, 2027 with an option to extend.
5. This Agreement shall consist of the following documents: Invitation to Proposers, Instructions to Proposers, Form of Proposal Bond, Agreement, Specifications, Proposal Sheet, Certificate of Insurance, Performance, Maintenance and Payment Bond submitted by the successful Proposer and accepted by the Greenwich Public Schools/Town of Greenwich as evidenced by the Notice of Award of the Greenwich Public Schools/Town of Greenwich to such Proposer dated, and the Contract Face Sheet. All proposals shall be submitted with the understanding that these documents shall form a part of the contract which the successful proposer should be required to sign upon acceptance of his/her proposal by the Greenwich Public Schools/Town of Greenwich

## APPENDIX A

6. The Proposer shall furnish all transportation service with the equipment specified herein and all such service and equipment necessary to perform all transportation of school students as directed by Greenwich Public Schools/Town of Greenwich.
7. Greenwich Public Schools/Town of Greenwich shall establish details including which students are to be transported, Bus Routes, locations of Bus Stops, time schedules, and recommended operating and safety procedures for the transportation service provided for herein, and such details shall be furnished to the Proposer in writing. Any such details may be changed, withdrawn or amended from time to time by the Greenwich Public Schools/Town of Greenwich by written statement sent to the Proposer. Further, the Greenwich

Public Schools/Town of Greenwich reserves the right during the term of this Agreement to require an increase or decrease in the number of buses to be employed by the Proposer in furnishing transportation service hereunder, to vary the number of students to be transported, to determine any variations in routes to be utilized and to determine variations in any other item of transportation service. In the event of any such variation, the Greenwich Public Schools/Town of Greenwich agrees to notify the Proposer in writing of the effective date of such variation. Compensation for any such variation will be adjusted in accordance with the proposal sheet. If there are no students to be transported on any route, it is agreed that there shall be no running of buses on such route and no charge shall be made in connection with such route.

8. The Proposer recognizes that safe, efficient and prompt transportation service is essential and that the Proposer agrees that time is of the essence in its performance hereunder. The Proposer further agrees that where such time schedules have been established by the Greenwich Public Schools/Town of Greenwich, students will be transported in strict compliance with such schedules. It shall be the duty of every bus driver to communicate promptly to the traffic control office by the fastest means available any deviation from established operating procedures or schedules. The Proposer further agrees that in the event any school bus arrives at or departs from any route location more than fifteen (15) minutes later than the scheduled time, or if a student(s) is dropped at an unauthorized stop or if a driver fails to make all authorized stops, the Proposer shall not be entitled to payment for that bus on that day. Furthermore, the Proposer agrees to pay the sum of \$75.00 as a fine for each such bus for each day without proof of loss or damage without prejudice to the Greenwich Public Schools/Town of Greenwich or any individual's right to bring a claim for additional damages incurred as a result thereof. In the event the Proposer has been assessed fines for twenty consecutive school days, said Proposer shall be deemed to be in breach of the Agreement.

Loss of payment for deviation from any time schedule may be waived by the Greenwich Public Schools//Town of Greenwich upon the Proposer's establishing in writing that good cause existed for such deviation. If the number of late buses in any week exceeds ten percent (10%) of the routes, the Proposer shall pay an additional penalty for each late route equal to the cost of a bus on a per diem basis without prejudice to the Greenwich Public

**APPENDIX A**

**Schools//Town of Greenwich or any individual's right to bring claim for additional damages incurred as a result thereof.**

- 9. If the Proposer fails for any reason to perform any of its obligations under this Agreement, and if such failure to perform is not remedied to the Greenwich Public Schools//Town of Greenwich satisfaction within ten (10) days after written notice thereof is sent to the Proposer, the Proposer shall be deemed to be in breach of this Agreement. Upon any such breach, the Greenwich Public Schools/Greenwich Public Schools/Town of Greenwich shall have the option of terminating this Agreement by written notice of termination sent to the Proposer, either entirely or in respect to such item or items as may have been materially adversely affected by such failure to perform. In the event of a termination of any item or items, which termination does not materially**

**adversely affect either the performance of the remainder of the Proposer's obligations under the Agreement or the proper performance of the transportation service contemplated by this Agreement compensation will be adjusted in accordance with the proposal sheet. No termination of this Agreement either partial or complete, shall affect or prejudice any other rights or remedies which the Greenwich Public Schools//Town of Greenwich may have pursuant to this Agreement or otherwise. The provisions of this section shall not apply to failure to perform approximately resulting from Acts of God such as floods, hurricanes or major disaster declared by the First Selectman of the Greenwich Public Schools/Town of Greenwich. Further, the Proposer agrees to report without undue delay any failure to perform any item or items pursuant to this Agreement and any prospective inability to perform any such item or items to the Greenwich Public Schools//Town of Greenwich by such means as will enable the Greenwich Public Schools//Town of Greenwich and the Proposer to expeditiously correct such failure to perform.**

- 10. Subject to the terms of this Agreement, the Greenwich Public Schools/Town of Greenwich agrees to pay and the Proposer agrees to accept as full consideration for the performance of the Proposer's obligations hereunder the amount set forth in the Proposer's proposal sheet. Payment will be made by the Greenwich Public Schools/Town of Greenwich monthly for such transportation service actually performed and for which the Proposer is entitled to payment herein. The Proposer's acceptance of such monthly payments shall release the Greenwich Public Schools/Town of Greenwich from all claims and liability to the Proposer under this Agreement for the period for which such payment was accepted. No payment made or acceptance of such monthly payments shall release the Greenwich Public Schools/Town of Greenwich from all claims and liability to the Proposer under this Agreement for the period for which such payment was accepted. No payment made or accepted, however, shall operate to release the Proposer, its sureties, or insurers from any obligation under this Agreement or any bonds or insurance policy required by this Agreement. The acceptance by the Proposer or its successors or assigns of any payment made or final requisition of this contract, or if any final payment due on termination of this Contract, shall constitute full and complete release of the Greenwich Public Schools/Town of Greenwich from any and all claims,**

**APPENDIX A**

**demands and causes of action whatsoever which the Proposer, its successors or assigns have or may have against the Greenwich Public Schools/Town of Greenwich under any provision of this Contract.**

- 11. In the event that the Greenwich Public Schools/Town of Greenwich fails at any time during the term of this Agreement to appropriate sufficient funds to pay the agreed costs for transportation service strictly in accordance with this Agreement, the Greenwich Public Schools/Town of Greenwich may, at its sole discretion, terminate this Agreement with respect to any future performance hereunder for such period for which funds have not been provided, or to reduce proportionately so much of the performance of this Agreement or to terminate so many items to be performed pursuant to this Agreement as may be necessary to provide transportation services for the amount of funds appropriated. If insufficient funds have been appropriated, the Greenwich Public Schools/Town of Greenwich may terminate the entire Agreement so that neither the Greenwich Public Schools/Town of Greenwich nor the Proposer shall have any future liability or obligation with respect to each other or the Agreement.**
- 12. The transportation services to be provided by the Proposer pursuant to this Agreement and during the Terms of this Agreement, including, but not limited to the school bus vehicles, the hiring, licensing and training of drivers and the operation of buses shall strictly conform to all applicable federal, state and local laws, rules, regulations and directives.**
- 13. The Proposer agrees to submit any and all buses and related equipment for inspection by the Greenwich Public Schools/Town of Greenwich at any time upon request. Any bus found to be unsafe or not in compliance with the terms of this Agreement shall not be used to transport students until a subsequent inspection by the Greenwich Public Schools/Town of Greenwich confirms that all defects have been remedied.**
- 14. The Proposer shall provide a regular system of inspection and preventative maintenance, and shall keep uninterrupted transportation service in accordance with the performance standards provided hereby.**
- 15. The Proposer shall cooperate fully and participate in all bus safety programs when requested by the Greenwich Public Schools/Town of Greenwich, and shall administer a safety and first-aid program for all bus drivers. A driver supervisor shall ride with each school bus driver prior to the commencement of each school year during the term of this contract, and at least once during each semester of the school year, for the purpose of observing driving proficiency, safe driving practices and conformance with all applicable laws, rules regulations and directives and the terms of this Agreement. At the request of the Greenwich Public Schools/Town of Greenwich, the Proposer shall submit to the Greenwich Public Schools/Town of Greenwich, a written report of any such observations.**
- 16. Each month when the regular monthly billing is submitted, it shall be**



## APPENDIX A

accompanied by a report, in the format specified by the Board of education that specifies any safety considerations that should be brought to the attention of the Board of Education. These safety considerations shall include but are not limited to, school site procedures for boarding and disembarking, bus stop locations, or motorist behavior requiring the attention of the Greenwich Police Department such as areas where motorists are inclined to illegally pass a stopped school bus, and any other concerns of safety.

17. **Accidents shall be immediately reported to the Board's Transportation Manager by telephone. In the absence of the Transportation Manager, the Assistant Director/Business will be so notified. Within an hour of the initial notification, a subsequent notification shall be made during which any injuries, property damage, or citations shall be described. This action shall be followed by a complete written report from the Proposer to the Transportation Manager not later than 48 hours after the accident has occurred. Accidents shall include without limitation any incident where an automobile, truck, van, or other motor vehicle, or any bicycle, motorcycle, animal, or any other personal or public property comes into contact, no matter how slight, with any bus.**
18. **Accidents described in the preceding paragraph shall be attended to at the scene of the accident by the Proposer's supervisory personnel. At no time shall a driver who has been involved in any such accident continue driving the same bus until supervisory personnel have attended the scene.**
19. **The Proposer shall maintain a Traffic Control Office (hereinafter referred to as the "Office"), which shall be adequately, and competently staffed, which shall include a full-time Manager and personnel with primary responsibility for safety and training exclusively for the Greenwich Public Schools/Town of Greenwich whenever buses are in operation. The Greenwich Public Schools/Town of Greenwich reserves the right to reject any applicant prior to actual hire. The manager will serve as the key liaison with the designated Greenwich Public Schools/Town of Greenwich agent for day-to-day operations and overall problem solving.**
20. **All buses shall be properly heated and ventilated and shall be equipped with an adequate first-aid kit approved by the Greenwich Public Schools/Town of Greenwich. No changes shall be made in the seating arrangement of any bus without the prior written approval of the Greenwich Public Schools/Town of Greenwich.**
21. **No bus shall carry any commercial advertisements, nor shall any be distributed to passengers.**
22. **A sign acceptable to the Greenwich Public Schools/Town of Greenwich shall be displayed in the right front seat window of each bus, which can be clearly seen from the outside of the bus, designating the bus number.**
23. **The Proposer shall make periodic inspections to be conducted not less than**

## APPENDIX A

every two thousand miles or not less than once per month whichever is more frequent. Written records showing these inspections shall be kept and be opened to Greenwich Public Schools/Town of Greenwich inspections and shall be completed on forms approved by the Greenwich Public Schools/Town of Greenwich.

24. No retread tires shall be used on any buses.
25. Greenwich school students shall be permitted in any bus without specific permission from the Greenwich Public Schools/Town of Greenwich. The Proposer shall direct bus drivers to check passes of passengers, whenever so requested by the Greenwich Public Schools/Town of Greenwich. The Proposer shall furnish the Greenwich Public Schools/Town of Greenwich at any time when requested the actual number of riders carried on any route, the actual time schedule of any route and such other information as the Greenwich Public Schools/Town of Greenwich may request.
26. The Proposer shall investigate all complaints, keep a log of such complaints, and will report the action taken to the Transportation Manager within 48 hours from the receipt of each complaint.
27. The Proposer shall assign a driver permanently to each route, and except in cases of emergency, the assigned driver may be changed only with the consent of a duly authorized agent of the Greenwich Public Schools/Town of Greenwich not to be unreasonably withheld. Each driver must become thoroughly familiar with assigned runs prior to actually transporting students. The Proposer must provide the Transportation Manager with a roster of bus driver names and primary assignments on or before September 15 of each year.
28. In the event that any bus driver demonstrates unsatisfactory performance in the opinion of the Greenwich Public Schools/Town of Greenwich, the Greenwich Public Schools/Town of Greenwich shall have the right to require the Proposer to replace the driver within 24 hours after notification. The driver shall not be reinstated without prior written approval of the Greenwich Public Schools/Town of Greenwich.
29. All drivers and monitors shall submit at least annually to a complete job related physical examination using standards approved by the Greenwich Public Schools/Town of Greenwich, including tuberculosis screening test and drug screening test, at the expense of the Proposer.
30. Each bus driver and monitor employed by the Proposer to provide transportation service pursuant to this Agreement shall be fully competent to operate a bus transporting students, and shall have a stable personality and high moral character. A complete background check including written record of testimony from five (5) references and a police record review shall be completed prior to hiring and kept on file in the bus company office. No bus driver shall have less than five (5) years of licensed driving experience. The Proposer agrees that the Greenwich Public Schools/Town of Greenwich shall have the right to require

**APPENDIX A**

dismissal from the Proposer's employ or from the position as bus driver of any driver who, in the opinion of the Greenwich Public Schools/Town of Greenwich, is unqualified to operate a bus pursuant to this Contract. This dismissal shall occur within 24 hours of notification by the Greenwich Public Schools/Town of Greenwich. The driver shall not be reinstated without prior written approval of the Greenwich Public Schools/Town of Greenwich.

31. In no event shall the driver of a bus leave the bus unattended while it is occupied by any student, nor shall he leave it unattended while unoccupied unless the bus is securely locked.
32. Drivers shall be responsible for the discipline of the students on the buses, and any disciplinary matter, which the driver is unable to handle, shall be reported by him to the Principal of the school in which the student is enrolled, as well as to the Proposer. The Proposer shall promptly report any such matter to the transportation in any way imperil safe operations; the Proposer shall require that operators shall stop the bus and not proceed until discipline is restored. The Proposer's office is to be immediately alerted via radio. The operation shall report all such occurrences to the Proposer and the Proposer shall notify the principal or the school immediately or as soon thereafter as is possible. The driver shall be in full charge of the bus and shall allow no misbehavior. The names of any pupils who misbehave or who cannot be managed by the bus driver shall be reported to the appropriate school administrator. Smoking by the driver or pupils shall not be allowed on buses at any time. The use of corporal punishment is not permitted.
33. The Greenwich Public Schools/Town of Greenwich will purchase 140,000 gallons of fuel to operate transportation services and will deduct the amount from the Proposer's monthly billing. In advance, an appropriate refueling facility must be designated. The Proposer may elect annually not to participate.
34. The Proposer shall at all times, provide a sufficient number of spare drivers and spare buses equipped as previously specified to be used in the event of any accidents, breakdowns, delay emergencies, etc. The Proposer shall provide in the Manager's office one unlisted telephone for emergency use.
35. If any provision of this Agreement is subsequently found to be illegal or invalid by operation of law; the remaining provisions shall not be affected thereby and shall remain in full force and effect.
36. No assignment of this Agreement or of any of the rights hereunder, by the Proposer, shall be valid without the prior written authorization of the Greenwich Public Schools/Town of Greenwich. If the Proposer does, nonetheless, assign its rights and liabilities under this Agreement without the prior written authorization as specified herein, the Greenwich Public Schools/Town of Greenwich shall have the option to terminate this Agreement immediately, in its entirety, whereupon all of the obligations and

responsibilities of the Greenwich Public Schools/Town of Greenwich created pursuant to this Agreement shall be extinguished.

37. As a condition precedent to the right of the Proposer to bring a claim to recover any monies for damages pursuant to this Agreement, the Proposer shall give written notice of its intention to do so within sixty (60) days from the date on which any such claim may have arise. Such written notice shall be sent to the Superintendent of Schools, Havemeyer Building, 290 Greenwich Avenue, Greenwich, CT 06830, and to the Law Department of the Town of Greenwich, Town Hall 101 Field Point Road, Greenwich, CT 06836. In no event shall any valid suit be instituted if such notice has not been received by the Greenwich Public Schools/Town of Greenwich within the time and manner specified above. It is further agreed that no suit connected herewith, in any form either in law or in equity, shall be brought unless commenced within one year from the date on which such cause of action arises.
38. Strict performance of the terms of this Agreement is deemed to be the essence of this Agreement, and is expressly contracted for by the parties hereto. Substantial performance shall not constitute sufficient performance but, rather shall constitute a breach hereof.
39. Strict performance of the terms of this Agreement is deemed to be the essence of this Agreement, and is expressly contracted for by the parties hereto. Substantial performance shall not constitute sufficient performance but, rather shall constitute a breach hereof.
40. This Agreement sets forth the entire understanding and Agreement between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be effective unless in writing signed by both parties hereto.
41. This Agreement has been made in, and shall be construed in accordance with the laws of the State of Connecticut.
42. All notices, consents and other communications required to be give hereunder shall, except as otherwise specifically provided herein, be in writing and delivered to the respective addresses of the parties as set forth herein or to such other address as the parties may hereafter designate in writing.

ALTERNATE #1 PRICE SCHEDULE

PRICE PER BUS PER DAY

The bus company will furnish all the equipment and render all the services called for in the attached specifications for transportation of school pupils as designated by the Greenwich Public Schools and the Town of Greenwich during the period of July 1, 2022 through June 30, 2027, for the following prices:

Transportation Services Non-Charter

	2022-23	2023-24	2024-25	2025-26	2026-27
1. Type I – 72 passenger Morning and afternoon					
2. Type I – 82 passenger Morning and afternoon					
3. Type II - 16 Passenger Morning and afternoon					
4. Type II - Lift Van Morning and afternoon					
5. DMV approved vehicles - Mini Vans Morning and afternoon					
6. Mid - day buses					
7. Late buses					
8. Bus Monitors - May Prorate					

ALTERNATE #2 PRICE SCHEDULE

PRICE PER BUS PER DAY

The bus company will furnish all the equipment and render all the services called for in the attached specifications for transportation of school pupils as designated by the Greenwich Public Schools and the Town of Greenwich during the period of July 1, 2022 through June 30, 2027, for the following prices:

Transportation Services Non-Charter

	2022-23	2023-24	2024-25	2025-26	2026-27
1. Type I – 72 passenger 66 Gas Buses					
Type I – 72 passenger 10 Electric Buses					
Morning and afternoon					
2. Type I – 82 passenger Morning and afternoon					
3. Type II - 16 Passenger Morning and afternoon					
4. Type II - Lift Van Morning and afternoon					
5. DMV approved vehicles - Mini Vans Morning and afternoon					
6. Mid - day buses					
7. Late buses					
8. Bus Monitors - May Prorate					

**ATHLETIC AND CHARTER BUS SERVICE  
PRICE SCHEDULE 2022-2023**

**APPENDIX B**

Action Park, NJ	_____	Lyndhurst, NJ	_____	Ridgewood, NJ	_____
Agawam, MA	_____	Madison ,CT	_____	Riverdale, NY	_____
Ansonia, CT	_____	Mamaroneck, NY	_____	Riverside Park, MA	_____
Astoria, NY	_____	Meadowlands, NJ	_____	Rocky Hill, CT	_____
Bedford, NY	_____	Middletown, CT	_____	Rye, NY	_____
Bethel, CT	_____	Milford, CT	_____	Rye - Playland Park	_____
Boston, MA	_____	Monroe, CT	_____	Scarsdale, NY	_____
Branford, CT	_____	Monroe, NY	_____	Sharon, CT	_____
Brewster, NY	_____	Moodus, CT	_____	Shea Stadium, NY	_____
Bridgeport, CT	_____	Montclair, NJ	_____	Shelton, CT	_____
Bristol, CT	_____	Morristown, NJ	_____	Sherman, CT	_____
Bronx, NY	_____	Mystic, CT	_____	Simsbury, CT	_____
Brookfield, CT	_____	New Britain, CT	_____	Somers, NY	_____
Brooklyn, NY	_____	New Canaan, CT	_____	Southbury, CT	_____
Camp Jewell, Colebrook	_____	New Haven, CT	_____	Southington, CT	_____
Carmel, NY	_____	New London, CT	_____	South Salem, NY	_____
Central Islip, NY	_____	New Milford, CT	_____	Stamford, CT	_____
Cheshire, CT	_____	New Paltz, NY	_____	Statue of Liberty, NY	_____
Croton Falls, NY	_____	New Preston, CT	_____	Storrs, CT	_____
Danbury, CT	_____	New York City, NY	_____	Stratford, CT	_____
Darien, CT	_____	Newark, NJ	_____	Sturbridge Village, MA	_____
Deerfield, MA	_____	Newburgh, NY	_____	Suffern, NY	_____
East Chester, NY	_____	New Rochelle, NY	_____	Suffield, CT	_____
East Lyme, CT	_____	Newtown, CT	_____	Tarrytown, NY	_____
Easton, CT	_____	Niantic, CT	_____	Torrington, CT	_____
Elmsford, NY	_____	Northford, CT	_____	Trumbull, CT	_____
Essex, CT	_____	Norwalk, CT	_____	Tuckahoe, NY	_____
Exeter, NH	_____	Norwich, CT	_____	Tuxedo Park, NY	_____
Fairfield, CT	_____	Nyack, NY	_____	Wallingford, CT	_____
Farmingdale, NY	_____	Ossining, NY	_____	Waterbury, CT	_____
Glastonbury, CT	_____	Paramus, NJ	_____	Wethersfield, CT	_____
Great Adventure, NJ	_____	Patterson, NY	_____	Westchester - all other	_____
Greenwich, CT	_____	Peekskill, NY	_____	Weston, CT	_____
Guilford, CT	_____	Plattekill, NY	_____	West Nyack, NY	_____
Hamden, CT	_____	Pond Eddy, NY	_____	West Point, NY	_____
Harrison, NY	_____	Port Chester, NY	_____	Westport, CT	_____
Hartford, CT	_____	Port Jefferson, NY	_____	White Plains, NY	_____
Hempstead, NY	_____	Port Washington, NY	_____	Willimantic, CT	_____
JFK Airport, NY	_____	Pound Ridge, NY	_____	Windsor, CT	_____
Katonah, NY	_____	Poughkeepsie, NY	_____	Wilton, CT	_____
Kent, CT	_____	Princeton, NJ	_____	Wolcott, CT	_____
Lake Quassapaug, CT	_____	Purchase, NY	_____	Woodbury, CT	_____
Lakeville, CT	_____	Rahway, NJ	_____	Yankee Stadium, NY	_____
Lawrenceville, NJ	_____	Redding, CT	_____	Yorktown Heights, NY	_____
Liberty Science, Ctr, NJ	_____	Ridgefield, CT	_____		

Non-Travel wait time in excess of four (4) hours will be billed at \_\_\_\_\_ per hour for 2022-2023

**ATHLETIC AND CHARTER BUS SERVICE  
PRICE SCHEDULE 2023-2024**

**APPENDIX B**

Action Park, NJ	_____	Lyndhurst, NJ	_____	Ridgewood, NJ	_____
Agawam, MA	_____	Madison ,CT	_____	Riverdale, NY	_____
Ansonia, CT	_____	Mamaroneck, NY	_____	Riverside Park, MA	_____
Astoria, NY	_____	Meadowlands, NJ	_____	Rocky Hill, CT	_____
Bedford, NY	_____	Middletown, CT	_____	Rye, NY	_____
Bethel, CT	_____	Milford, CT	_____	Rye - Playland Park	_____
Boston, MA	_____	Monroe, CT	_____	Scarsdale, NY	_____
Branford, CT	_____	Monroe, NY	_____	Sharon, CT	_____
Brewster, NY	_____	Moodus, CT	_____	Shea Stadium, NY	_____
Bridgeport, CT	_____	Montclair, NJ	_____	Shelton, CT	_____
Bristol, CT	_____	Morristown, NJ	_____	Sherman, CT	_____
Bronx, NY	_____	Mystic, CT	_____	Simsbury, CT	_____
Brookfield, CT	_____	New Britain, CT	_____	Somers, NY	_____
Brooklyn, NY	_____	New Canaan, CT	_____	Southbury, CT	_____
Camp Jewell, Colebrook	_____	New Haven, CT	_____	Southington, CT	_____
Carmel, NY	_____	New London, CT	_____	South Salem, NY	_____
Central Islip, NY	_____	New Milford, CT	_____	Stamford, CT	_____
Cheshire, CT	_____	New Paltz, NY	_____	Statue of Liberty, NY	_____
Croton Falls, NY	_____	New Preston, CT	_____	Storrs, CT	_____
Danbury, CT	_____	New York City, NY	_____	Stratford, CT	_____
Darien, CT	_____	Newark, NJ	_____	Sturbridge Village, MA	_____
Deerfield, MA	_____	Newburgh, NY	_____	Suffern, NY	_____
East Chester, NY	_____	New Rochelle, NY	_____	Suffield, CT	_____
East Lyme, CT	_____	Newtown, CT	_____	Tarrytown, NY	_____
Easton, CT	_____	Niantic, CT	_____	Torrington, CT	_____
Elmsford, NY	_____	Northford, CT	_____	Trumbull, CT	_____
Essex, CT	_____	Norwalk, CT	_____	Tuckahoe, NY	_____
Exeter, NH	_____	Norwich, CT	_____	Tuxedo Park, NY	_____
Fairfield, CT	_____	Nyack, NY	_____	Wallingford, CT	_____
Farmingdale, NY	_____	Ossining, NY	_____	Waterbury, CT	_____
Glastonbury, CT	_____	Paramus, NJ	_____	Wethersfield, CT	_____
Great Adventure, NJ	_____	Patterson, NY	_____	Westchester - all other	_____
Greenwich, CT	_____	Peekskill, NY	_____	Weston, CT	_____
Guilford, CT	_____	Plattekill, NY	_____	West Nyack, NY	_____
Hamden, CT	_____	Pond Eddy, NY	_____	West Point, NY	_____
Harrison, NY	_____	Port Chester, NY	_____	Westport, CT	_____
Hartford, CT	_____	Port Jefferson, NY	_____	White Plains, NY	_____
Hempstead, NY	_____	Port Washington, NY	_____	Willimantic, CT	_____
JFK Airport, NY	_____	Pound Ridge, NY	_____	Windsor, CT	_____
Katonah, NY	_____	Poughkeepsie, NY	_____	Wilton, CT	_____
Kent, CT	_____	Princeton, NJ	_____	Wolcott, CT	_____
Lake Quassapaug, CT	_____	Purchase, NY	_____	Woodbury, CT	_____
Lakeville, CT	_____	Rahway, NJ	_____	Yankee Stadium, NY	_____
Lawrenceville, NJ	_____	Redding, CT	_____	Yorktown Heights, NY	_____
Liberty Science, Ctr, NJ	_____	Ridgefield, CT	_____		_____

Non-Travel wait time in excess of four (4) hours will be billed at \_\_\_\_\_ per hour for 2023-2024



**ATHLETIC AND CHARTER BUS SERVICE  
PRICE SCHEDULE 2024-2025**

**APPENDIX B**

Action Park, NJ	_____	Lyndhurst, NJ	_____	Ridgewood, NJ	_____
Agawam, MA	_____	Madison ,CT	_____	Riverdale, NY	_____
Ansonia, CT	_____	Mamaroneck, NY	_____	Riverside Park, MA	_____
Astoria, NY	_____	Meadowlands, NJ	_____	Rocky Hill, CT	_____
Bedford, NY	_____	Middletown, CT	_____	Rye, NY	_____
Bethel, CT	_____	Milford, CT	_____	Rye - Playland Park	_____
Boston, MA	_____	Monroe, CT	_____	Scarsdale, NY	_____
Branford, CT	_____	Monroe, NY	_____	Sharon, CT	_____
Brewster, NY	_____	Moodus, CT	_____	Shea Stadium, NY	_____
Bridgeport, CT	_____	Montclair, NJ	_____	Shelton, CT	_____
Bristol, CT	_____	Morristown, NJ	_____	Sherman, CT	_____
Bronx, NY	_____	Mystic, CT	_____	Simsbury, CT	_____
Brookfield, CT	_____	New Britain, CT	_____	Somers, NY	_____
Brooklyn, NY	_____	New Canaan, CT	_____	Southbury, CT	_____
Camp Jewell, Colebrook	_____	New Haven, CT	_____	Southington, CT	_____
Carmel, NY	_____	New London, CT	_____	South Salem, NY	_____
Central Islip, NY	_____	New Milford, CT	_____	Stamford, CT	_____
Cheshire, CT	_____	New Paltz, NY	_____	Statue of Liberty, NY	_____
Croton Falls, NY	_____	New Preston, CT	_____	Storrs, CT	_____
Danbury, CT	_____	New York City, NY	_____	Stratford, CT	_____
Darien, CT	_____	Newark, NJ	_____	Sturbridge Village, MA	_____
Deerfield, MA	_____	Newburgh, NY	_____	Suffern, NY	_____
East Chester, NY	_____	New Rochelle, NY	_____	Suffield, CT	_____
East Lyme, CT	_____	Newtown, CT	_____	Tarrytown, NY	_____
Easton, CT	_____	Niantic, CT	_____	Torrington, CT	_____
Elmsford, NY	_____	Northford, CT	_____	Trumbull, CT	_____
Essex, CT	_____	Norwalk, CT	_____	Tuckahoe, NY	_____
Exeter, NH	_____	Norwich, CT	_____	Tuxedo Park, NY	_____
Fairfield, CT	_____	Nyack, NY	_____	Wallingford, CT	_____
Farmingdale, NY	_____	Ossining, NY	_____	Waterbury, CT	_____
Glastonbury, CT	_____	Paramus, NJ	_____	Wethersfield, CT	_____
Great Adventure, NJ	_____	Patterson, NY	_____	Westchester - all other	_____
Greenwich, CT	_____	Peekskill, NY	_____	Weston, CT	_____
Guilford, CT	_____	Plattekill, NY	_____	West Nyack, NY	_____
Hamden, CT	_____	Pond Eddy, NY	_____	West Point, NY	_____
Harrison, NY	_____	Port Chester, NY	_____	Westport, CT	_____
Hartford, CT	_____	Port Jefferson, NY	_____	White Plains, NY	_____
Hempstead, NY	_____	Port Washington, NY	_____	Willimantic, CT	_____
JFK Airport, NY	_____	Pound Ridge, NY	_____	Windsor, CT	_____
Katonah, NY	_____	Poughkeepsie, NY	_____	Wilton, CT	_____
Kent, CT	_____	Princeton, NJ	_____	Wolcott, CT	_____
Lake Quassapaug, CT	_____	Purchase, NY	_____	Woodbury, CT	_____
Lakeville, CT	_____	Rahway, NJ	_____	Yankee Stadium, NY	_____
Lawrenceville, NJ	_____	Redding, CT	_____	Yorktown Heights, NY	_____
Liberty Science, Ctr, NJ	_____	Ridgefield, CT	_____		_____

Non-Travel wait time in excess of four (4) hours will be billed at \_\_\_\_\_ per hour for 2024-2025

**ATHLETIC AND CHARTER BUS SERVICE  
PRICE SCHEDULE 2025-2026**

**APPENDIX B**

Action Park, NJ	_____	Lyndhurst, NJ	_____	Ridgewood, NJ	_____
Agawam, MA	_____	Madison ,CT	_____	Riverdale, NY	_____
Ansonia, CT	_____	Mamaroneck, NY	_____	Riverside Park, MA	_____
Astoria, NY	_____	Meadowlands, NJ	_____	Rocky Hill, CT	_____
Bedford, NY	_____	Middletown, CT	_____	Rye, NY	_____
Bethel, CT	_____	Milford, CT	_____	Rye - Playland Park	_____
Boston, MA	_____	Monroe, CT	_____	Scarsdale, NY	_____
Branford, CT	_____	Monroe, NY	_____	Sharon, CT	_____
Brewster, NY	_____	Moodus, CT	_____	Shea Stadium, NY	_____
Bridgeport, CT	_____	Montclair, NJ	_____	Shelton, CT	_____
Bristol, CT	_____	Morristown, NJ	_____	Sherman, CT	_____
Bronx, NY	_____	Mystic, CT	_____	Simsbury, CT	_____
Brookfield, CT	_____	New Britain, CT	_____	Somers, NY	_____
Brooklyn, NY	_____	New Canaan, CT	_____	Southbury, CT	_____
Camp Jewell, Colebrook	_____	New Haven, CT	_____	Southington, CT	_____
Carmel, NY	_____	New London, CT	_____	South Salem, NY	_____
Central Islip, NY	_____	New Milford, CT	_____	Stamford, CT	_____
Cheshire, CT	_____	New Paltz, NY	_____	Statue of Liberty, NY	_____
Croton Falls, NY	_____	New Preston, CT	_____	Storrs, CT	_____
Danbury, CT	_____	New York City, NY	_____	Stratford, CT	_____
Darien, CT	_____	Newark, NJ	_____	Sturbridge Village, MA	_____
Deerfield, MA	_____	Newburgh, NY	_____	Suffern, NY	_____
East Chester, NY	_____	New Rochelle, NY	_____	Suffield, CT	_____
East Lyme, CT	_____	Newtown, CT	_____	Tarrytown, NY	_____
Easton, CT	_____	Niantic, CT	_____	Torrington, CT	_____
Elmsford, NY	_____	Northford, CT	_____	Trumbull, CT	_____
Essex, CT	_____	Norwalk, CT	_____	Tuckahoe, NY	_____
Exeter, NH	_____	Norwich, CT	_____	Tuxedo Park, NY	_____
Fairfield, CT	_____	Nyack, NY	_____	Wallingford, CT	_____
Farmingdale, NY	_____	Ossining, NY	_____	Waterbury, CT	_____
Glastonbury, CT	_____	Paramus, NJ	_____	Wethersfield, CT	_____
Great Adventure, NJ	_____	Patterson, NY	_____	Westchester - all other	_____
Greenwich, CT	_____	Peekskill, NY	_____	Weston, CT	_____
Guilford, CT	_____	Plattekill, NY	_____	West Nyack, NY	_____
Hamden, CT	_____	Pond Eddy, NY	_____	West Point, NY	_____
Harrison, NY	_____	Port Chester, NY	_____	Westport, CT	_____
Hartford, CT	_____	Port Jefferson, NY	_____	White Plains, NY	_____
Hempstead, NY	_____	Port Washington, NY	_____	Willimantic, CT	_____
JFK Airport, NY	_____	Pound Ridge, NY	_____	Windsor, CT	_____
Katonah, NY	_____	Poughkeepsie, NY	_____	Wilton, CT	_____
Kent, CT	_____	Princeton, NJ	_____	Wolcott, CT	_____
Lake Quassapaug, CT	_____	Purchase, NY	_____	Woodbury, CT	_____
Lakeville, CT	_____	Rahway, NJ	_____	Yankee Stadium, NY	_____
Lawrenceville, NJ	_____	Redding, CT	_____	Yorktown Heights, NY	_____
Liberty Science, Ctr, NJ	_____	Ridgefield, CT	_____		_____

Non-Travel wait time in excess of four (4) hours will be billed at \_\_\_\_\_ per hour for 2025-2026

**ATHLETIC AND CHARTER BUS SERVICE  
PRICE SCHEDULE 2026-2027**

**APPENDIX B**

Action Park, NJ	_____	Lyndhurst, NJ	_____	Ridgewood, NJ	_____
Agawam, MA	_____	Madison ,CT	_____	Riverdale, NY	_____
Ansonia, CT	_____	Mamaroneck, NY	_____	Riverside Park, MA	_____
Astoria, NY	_____	Meadowlands, NJ	_____	Rocky Hill, CT	_____
Bedford, NY	_____	Middletown, CT	_____	Rye, NY	_____
Bethel, CT	_____	Milford, CT	_____	Rye - Playland Park	_____
Boston, MA	_____	Monroe, CT	_____	Scarsdale, NY	_____
Branford, CT	_____	Monroe, NY	_____	Sharon, CT	_____
Brewster, NY	_____	Moodus, CT	_____	Shea Stadium, NY	_____
Bridgeport, CT	_____	Montclair, NJ	_____	Shelton, CT	_____
Bristol, CT	_____	Morristown, NJ	_____	Sherman, CT	_____
Bronx, NY	_____	Mystic, CT	_____	Simsbury, CT	_____
Brookfield, CT	_____	New Britain, CT	_____	Somers, NY	_____
Brooklyn, NY	_____	New Canaan, CT	_____	Southbury, CT	_____
Camp Jewell, Colebrook	_____	New Haven, CT	_____	Southington, CT	_____
Carmel, NY	_____	New London, CT	_____	South Salem, NY	_____
Central Islip, NY	_____	New Milford, CT	_____	Stamford, CT	_____
Cheshire, CT	_____	New Paltz, NY	_____	Statue of Liberty, NY	_____
Croton Falls, NY	_____	New Preston, CT	_____	Storrs, CT	_____
Danbury, CT	_____	New York City, NY	_____	Stratford, CT	_____
Darien, CT	_____	Newark, NJ	_____	Sturbridge Village, MA	_____
Deerfield, MA	_____	Newburgh, NY	_____	Suffern, NY	_____
East Chester, NY	_____	New Rochelle, NY	_____	Suffield, CT	_____
East Lyme, CT	_____	Newtown, CT	_____	Tarrytown, NY	_____
Easton, CT	_____	Niantic, CT	_____	Torrington, CT	_____
Elmsford, NY	_____	Northford, CT	_____	Trumbull, CT	_____
Essex, CT	_____	Norwalk, CT	_____	Tuckahoe, NY	_____
Exeter, NH	_____	Norwich, CT	_____	Tuxedo Park, NY	_____
Fairfield, CT	_____	Nyack, NY	_____	Wallingford, CT	_____
Farmingdale, NY	_____	Ossining, NY	_____	Waterbury, CT	_____
Glastonbury, CT	_____	Paramus, NJ	_____	Wethersfield, CT	_____
Great Adventure, NJ	_____	Patterson, NY	_____	Westchester - all other	_____
Greenwich, CT	_____	Peekskill, NY	_____	Weston, CT	_____
Guilford, CT	_____	Plattekill, NY	_____	West Nyack, NY	_____
Hamden, CT	_____	Pond Eddy, NY	_____	West Point, NY	_____
Harrison, NY	_____	Port Chester, NY	_____	Westport, CT	_____
Hartford, CT	_____	Port Jefferson, NY	_____	White Plains, NY	_____
Hempstead, NY	_____	Port Washington, NY	_____	Willimantic, CT	_____
JFK Airport, NY	_____	Pound Ridge, NY	_____	Windsor, CT	_____
Katonah, NY	_____	Poughkeepsie, NY	_____	Wilton, CT	_____
Kent, CT	_____	Princeton, NJ	_____	Wolcott, CT	_____
Lake Quassapaug, CT	_____	Purchase, NY	_____	Woodbury, CT	_____
Lakeville, CT	_____	Rahway, NJ	_____	Yankee Stadium, NY	_____
Lawrenceville, NJ	_____	Redding, CT	_____	Yorktown Heights, NY	_____
Liberty Science, Ctr, NJ	_____	Ridgefield, CT	_____		

Non-Travel wait time in excess of four (4) hours will be billed at \_\_\_\_\_ per hour for 2026-2027

The following is the Mandatory Proposal Questionnaire:

**SECTION I DESCRIPTION OF PROPOSER'S ORGANIZATION**

**A. FIRM**

Firm Name:

Address:

Telephone:

Web Page:

**B. TYPE OF ORGANIZATION**

Corporation (List officers and positions):

State in which incorporated:

Subsidiary (Give name and address of Parent Corporation):

Is your firm or a parent firm publicly held?

Yes

No

If not, what private individuals or families own more than 20 percent of your firm, or who is the general partner, or who is the sole proprietor?

**C. NATURE OF OPERATIONS**



**SECTION II MANAGEMENT AT THE TERMINAL**

Greenwich Public Schools/Town of Greenwich strongly believes that the individuals holding the General Manager, Safety Instructor/Trainer, Maintenance Manager and Dispatcher positions are full time employees and are critical to the provision of consistent and high quality transportation services. While the Greenwich Public Schools/Town of Greenwich understands that you may not be able to name the specific individuals your firm will assign to these management positions at the Proposer's Terminal, the Greenwich Public Schools/Town of Greenwich requests that for each position, you list no more than three candidates who may be assigned to the Proposer Terminal, who have local experience in providing pupil transportation. If your firm is awarded this contract, you may assign any of the three persons you have proposed for each position to actually take that position under this contract, unless the Greenwich Public Schools/Town of Greenwich has specifically rejected one or more of your proposed candidates. If your firm is awarded this Contract, you may substitute individuals not named in this proposal with the written permission of the Greenwich Public Schools/Town of Greenwich. In any case, you must submit at least two sample resumes of candidates or current managers employed by your firm in each of these positions, so as to provide the Greenwich Public Schools/Town of Greenwich with an understanding of the qualities your management staff members possess.

- A. For every individual you propose as a potential management staff member to be assigned to the Proposer's Terminal, please provide the following information on a separate page:
1. Name and proposed position the person may be selected to fill:
  2. Tenure with your firm in years:
  3. Experience in related positions within your firm or with other firms in years:
  4. Current and two most recent previous positions, including the location

**APPENDIX C**

**(District) of the position, the position's title, a description of responsibilities and authority, including number of buses and/or drivers, and the dates in which the position was held:**

- B. On a separate page, please provide a job description for each terminal management position you propose to assign to this contract.**
- C. Where do your corporate resources reside?**
- D. How frequently will the President of your organization visit the Greenwich Public Schools/Town of Greenwich?**
- E. On a separate page, please provide an organization chart of your firm as it would relate to the Proposer's Terminal (should give a clear understanding of the number of layers in your firm and the lines of accountability).**
- F. Please provide the name(s) of those persons within your firm who would have immediate authority over the General Manager you propose in item A above, and those who may play an advisory role to terminal management in the areas of 1)**

**Operations 2) Training and Personnel 3) Safety and 4) Maintenance. Please provide the following information for each of these persons:**

- 1. Name:**
- 2. Location of staff member's office:**
- 3. Tenure with your firm in years:**
- 4. Experience in related position within your firm or with other firms in years:**
- 5. Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities and authority, and the dates in which the position was held:**
- G. Explain the training that is given to your terminal managers:**
- H. Number of hours of training by type of training; list components covered:**
- I. Does your company have a terminal manager trainee program? If so, how many trainees are presently in the program? Explain in detail.**
- J. What type of training do you provide our local office staff?**





**APPENDIX C**

**F. What percentage of your driver applicants are hired directly as certified school bus drivers? %**

**G. Are the official driving records of all your applicant drivers evaluated during the selection process?**

**Yes No**

**H. What is the current rate of annual turnover among drivers your firm employs?**

**I. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the outline or course of study.**

**Length of the program:**

**Number of hours in classroom:**

**Number of hours behind-the-wheel:**

**Describe the components of the program and the number of hours devoted to each component.**

**Do you evaluate applicants immediately before they are tested for certification?**

**Yes No**

**J. What qualifications do your driver trainers have?**

**K. Please describe the student management training your drivers receive.**

**L. Describe your In-Service driver training and re-training program. If available, please provide the outline or course of study.**

**How many training sessions are offered each semester at your typical terminal?**

**Are any independent reviews of training quality conducted on your training programs?**

**Yes No**

**If so, please describe the reviews:**

**How do you identify those drivers for whom retraining will be required?**

**M. If you currently have a driver training program, does the program include a section on transportation service for special education pupils? (If available, please provide the outline or course of study.)**

**Yes No**

N. Do you have any special needs experts on staff?

APPENDIX C

O. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: safety, absences, tardiness, on-time route performance, unrestricted license, tenure on the job, and complaints (those which can be verified and are deemed serious)?

Do your motivation and discipline programs offer progressive rewards and penalties?

Yes

No

Can drivers participate in defining and developing standards, rewards and penalties?

Yes

No

What monetary rewards and penalties are offered?

What non-monetary rewards and penalties are offered?

P. Describe the wage and benefit plan you would expect to implement at the Proposer Terminal.

#### SECTION IV SAFETY PROGRAM AND ACTIVITIES

A. If you have an established, continuing safety program, please describe the operation, contents, and requirements of the program. Include the number of hours per year required per employee.

B. How often are safety meetings held? Please explain some of the topics covered.

C. Describe any established safety organization activities in which your organization or its key personnel participate.

D. What have been the school bus accident rates for school buses operated by your firm in each of the three most recent academic years? Provide a description of how you define school bus accidents.

E. Who in your organization is responsible for your safety and training program and where do they office?

F. Do you have a certified crisis manager on staff? If so, what are his/her qualifications and how is he/she utilized in your company?

G. If an accident occurs, how long will it take for seasoned executives to be on scene?

SECTION V PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

A. Do you have a formal, scheduled preventive maintenance program for vehicle fleets which your firm manages?

Yes No

B. Please provide samples of any checklists you use for each type of preventive maintenance program and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.

C. Do you require any daily regular written reports from your drivers on the condition of their vehicles?

Yes No

Briefly describe and provide a sample of these reports (including your daily bus checkout report form) and note their frequency.

D. Do you use any other methods of identifying defects in buses? (If so, please describe.)

Yes No

E. How do you ensure that serious safety-related or potentially vehicle damaging defects are identified and that the vehicle is immediately removed from service until such defects are corrected?

F. How do you ensure that identified defects are generally corrected in a logical order and within a reasonable time? Do you maintain and evaluate records of road failures?

Yes No

G. If so, how many road failures, per month, per hundred buses, did the buses your firm maintained experience, on average, during the past year? \_\_\_\_\_%

H. For what percentage of time were the buses that you maintained out of service for part or all of each day for inspection, maintenance, repair, or other reasons during the past year? \_\_\_\_\_%

I. Do you have a manpower or mechanic allotment schedule (number of buses per mechanic, etc.)?

Yes No

Briefly describe this schedule.

J. What qualifications and experience requirements do you have for your mechanical personnel?

**SECTION VI INSURANCE DATA**

**If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and workers' compensation loss ratio for the past three years?**

**Yes**

**No**

**SECTION VII FINANCIAL AND CREDIT DATA**

- A. Please submit credit references, including at least five trade or industry suppliers with whom you regularly deal.**
- B. Please include a copy of your most recent audited financial statements.**

**SECTION VIII IMPLEMENTATION PLAN**

- A. Please provide a plan and schedule for implementing the Agreement for Furnishing Transportation Services should your firm be selected as the successful Proposer. Your schedule and plan should address:**

**Inspection of vehicles, facility, and equipment;**

**Acquisition of required vehicles (either from current Proposer or another source);**

**Occupation of terminal facility;**

**Recruitment/relocation, if necessary, of management and supervisory personnel;**

**Selection, any necessary training, and employment of drivers;**

**Employee orientation; and**

**Community notification.**

**SECTION IX OTHER RELEVANT INFORMATION**

- A. Do you survey your customers, parents, and/or employees? If so, please describe your survey process and what your company does with the final results. You must provide two (2) examples of how the resulting qualitative data has helped implement new programs, changes in how your company does business, etc.**
  
- B. How does/will your company handle unemployment compensation during Christmas, spring break and summer time for drivers and other staff that are not used during these periods?**
  
- C. Greenwich Public Schools/Town of Greenwich School District expects all Proposer staff to wear a simple uniform with an identification badge or insignia. Explain.**

**I, the undersigned, hereby certify that I am a representative of the below named firm, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Proposal/Questionnaire is complete and accurate to the best of my knowledge. I understand that if the Greenwich Public Schools/Town of Greenwich School awards a Contract for transportation services to my firm that the information and commitments made within this questionnaire will become an effective part of the Contract between the Greenwich Public Schools/Town of Greenwich and my firm.**

**Name of Firm**

**(Signature of Authorized Agent)**

**Title**

**Date**

APPENDIX D

**2345-21 Greenwich Schools - Addresses & Bus Times**

<b><u>PRIVATE SCHOOL</u></b>	<b>ADDRESS</b>	<b>MON-THURS</b>		<b>FRIDAY</b>
		<b>Arrival Time</b>	<b>Depart Time</b>	<b>Depart Time</b>
Brunswick	116 Maple Ave	7:30	4:00	11:45
Brunswick	1252 King St	8:00	4:00	1:00
Greenwich Academy	200 N Maple Ave	7:30	4:00	12:00
Greenwich Country Day	401 Old Church Rd	7:45	4:30	12:30
Stanwich	257 Stanwich Rd	8:00	4:00	12:30
Eagle Hill	45 Glenville Rd	8:30	4:00	12:30

**LATE BUS  
Depart  
Time**

Convent of the Sacred Heart	1177 King St	8:15	3:30	5:15	Mon-Thurs
Whitby	969 Lake Ave	8:30	3:00	4:00	Mon-Fri
Greenwich Catholic	471 North St	8:15	3:00		

**PUBLIC SCHOOL**

Greenwich High	10 Hillside Rd	7:20	2:15	4:00	M/T/Th
Central Middle	9 Indian Rock La	7:35	2:35	4:00	M/T/TH/F
Eastern Middle	51 Hendrie Ave	7:35	2:35	4:00	M/T/TH/F



APPENDIX D

**2345-21 Greenwich Schools - Addresses & Bus Times**

Western Middle	1 Western Junior Highway	7:35	2:35	4:00	M/T/TH/F
Cos Cob	300 East Putnam Ave	8:30	3:15		
Glenville	33 Riversville rd	8:30	3:15		
International School @ Dundee	55 Florence Rd	8:30	3:15		
Hamilton Av	181 Hamilton Ave	8:00	2:45		
Julian Curtiss	180 East Elm St	8:00	2:45		
New Lebanon	25 Mead Ave	8:00	2:45		
North Mianus	309 Palmer Hill Rd	8:30	3:15		
North Street	381 North St	8:30	3:15		
Old Greenwich	285 Sound Beach Av	8:30	3:15		
Parkway	141 Lower Cross Rd	8:30	3:15		
Riverside	90 Hendrie Av	8:30	3:15		
ARCH	Milbank Building-180 E Elm St	8:00	1:15		
CLP	95 Henry St	7:45	1:45		Shuttle To/From GHS

**PRE-K PROGRAM**

Cos Cob	300 East Putnam Av	8:30	1:30		
Hamilton Av	181 Hamilton Ave	8:30	1:30		
New Lebanon	25 Mead Ave	8:30	1:30		
North Street	381 North St	8:30	1:30		

**SECTION II MANAGEMENT AT THE TERMINAL**

Greenwich Public Schools/Town of Greenwich strongly believes that the individuals holding the General Manager, Safety Instructor/Trainer, Maintenance Manager and Dispatcher positions are **full time employees** and are critical to the provision of consistent and high quality transportation services. While the Greenwich Public Schools/Town of Greenwich understands that you may not be able to name the specific individuals your firm will assign to these management positions at the Proposer's Terminal, the Greenwich Public Schools/Town of Greenwich requests that for each position, you list no more than three candidates who may be assigned to the Proposer Terminal, who have local experience in providing pupil transportation. If your firm is awarded this contract, you may assign any of the three persons you have proposed for each position to actually take that position under this contract, unless the Greenwich Public Schools/Town of Greenwich has specifically rejected one or more of your proposed candidates. If your firm is awarded this Contract, you may substitute individuals not named in this proposal with the written permission of the Greenwich Public Schools/Town of Greenwich. In any case, you must submit at least two sample resumes of candidates or current managers employed by your firm in each of these positions, so as to provide the Greenwich Public Schools/Town of Greenwich with an understanding of the qualities your management staff members possess.

The Proposer shall investigate all complaints, keep a log of such complaints, and will report the action taken to the Transportation Manager within 48 hours from the receipt of each complaint.

- A. For every individual you propose as a potential management staff member to be assigned to the Proposer's Terminal, please provide the following information on a separate page:
  - 1. Name and proposed position the person may be selected to fill:
  - 2. Tenure with your firm in years:
  - 3. Experience in related positions within your firm or with other firms in years:
  - 4. Current and two most recent previous positions, including the location (District) of the position, the position's title, a description of responsibilities and authority, including number of buses and/or drivers, and the dates in which the position was held:
- B. On a separate page, please provide a job description for each terminal management position you propose to assign to this contract.
- C. Where do your corporate resources reside?
- D. How frequently will the President of your organization visit the Greenwich Public Schools/Town of Greenwich?

## APPENDIX E

- E. On a separate page, please provide an organization chart of your firm as it would relate to the Proposer's Terminal (should give a clear understanding of the number of layers in your firm and the lines of accountability).
- F. Please provide the name(s) of those persons within your firm who would have immediate authority over the General Manager you propose in item A above, and those who may play an advisory role to terminal management in the areas of 1) Operations 2) Training and Personnel 3) Safety and 4) Maintenance. Please provide the following information for each of these persons:

**APPENDIX E**

Describe the components of the program and the number of hours devoted to each component.

Do you evaluate applicants immediately before they are tested for certification?

Yes \_\_\_\_\_ No \_\_\_\_\_

- A. What qualifications do your driver trainers have?
- B. Please describe the student management training your drivers receive.
- C. Describe your In-Service driver training and re-training program. If available, please provide the outline or course of study.

How many training sessions are offered each semester at your typical terminal? \_\_\_\_\_

Are any independent reviews of training quality conducted on your training programs?

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, please describe the reviews:

How do you identify those drivers for whom retraining will be required?

- D. If you currently have a driver training program, does the program include a section on transportation service for special education pupils? (If available, please provide the outline or course of study.)

Yes \_\_\_\_\_ No \_\_\_\_\_

- E. Do you have any special needs experts on staff?
- F. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: safety, absences, tardiness, on-time route performance, unrestricted license, tenure on the job, and complaints (those which can be verified and are deemed serious)?

Do your motivation and discipline programs offer progressive rewards and penalties?

Yes \_\_\_\_\_ No \_\_\_\_\_

Can drivers participate in defining and developing standards, rewards and penalties?

Yes \_\_\_\_\_ No \_\_\_\_\_

What monetary rewards and penalties are offered?

**APPENDIX E**

Describe the components of the program and the number of hours devoted to each component.

Do you evaluate applicants immediately before they are tested for certification?

Yes \_\_\_\_\_ No \_\_\_\_\_

G. What qualifications do your driver trainers have?

H. Please describe the student management training your drivers receive.

I. Describe your In-Service driver training and re-training program. If available, please provide the outline or course of study.

How many training sessions are offered each semester at your typical terminal? \_\_\_\_\_

Are any independent reviews of training quality conducted on your training programs?

Yes \_\_\_\_\_ No \_\_\_\_\_

If so, please describe the reviews:

How do you identify those drivers for whom retraining will be required?

J. If you currently have a driver training program, does the program include a section on transportation service for special education pupils? (If available, please provide the outline or course of study.)

Yes \_\_\_\_\_ No \_\_\_\_\_

K. Do you have any special needs experts on staff?

L. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: safety, absences, tardiness, on-time route performance, unrestricted license, tenure on the job, and complaints (those which can be verified and are deemed serious)?

Do your motivation and discipline programs offer progressive rewards and penalties?

Yes \_\_\_\_\_ No \_\_\_\_\_

Can drivers participate in defining and developing standards, rewards and penalties?

Yes \_\_\_\_\_ No \_\_\_\_\_

What monetary rewards and penalties are offered?

What *non*-monetary rewards and penalties are offered?

M. Describe the wage and benefit plan you would expect to implement at the Proposer Terminal.

**SECTION VIII IMPLEMENTATION PLAN**

- A. Please provide a plan and schedule for implementing the Agreement for Furnishing Transportation Services should your firm be selected as the successful Proposer. Your schedule and plan should address:

Inspection of vehicles, facility, and equipment;

Acquisition of required vehicles (either from current Proposer or another source);

Occupation of terminal facility;

Recruitment/relocation, if necessary, of management and supervisory personnel;

Selection, any necessary training, and employment of drivers;

Employee orientation; and

Community notification.

**SECTION IX OTHER RELEVANT INFORMATION**

- A. Do you survey your customers, parents, and/or employees? If so, please describe your survey process and what your company does with the final results. You must provide two (2) examples of how the resulting qualitative data has helped implement new programs, changes in how your company does business, etc.
- B. How does/will your company handle unemployment compensation during Christmas, spring break and summer time for drivers and other staff that are not used during these periods?
- C. Greenwich Public Schools/Town of Greenwich School District expects all Proposer staff to wear a simple uniform with an identification badge or insignia. Explain.

GREENWICH PUBLIC SCHOOLS / TOWN OF GREENWICH  
RFP Specification Submission Sheet  
Transportation Proposal Response Form

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_

Vendor Town/State/Zip \_\_\_\_\_

Vendor Telephone \_\_\_\_\_

Vendor Representative \_\_\_\_\_

Vendor's Insurance Carrier \_\_\_\_\_

Location of existing or proposed bus lot: \_\_\_\_\_

\*Note: Buses must be garaged and/or maintained in a zoning approved location in the Town of Greenwich or a municipality contiguous to the Town.

Location of Maintenance Facility: \_\_\_\_\_

\*Note: Maintenance Facility must be garaged and/or maintained in a zoning approved location in the Town of Greenwich or a municipality contiguous to the Town.

Mandatory Proposal Questionnaire Form enclosed: YES \_\_\_\_\_ NO \_\_\_\_\_

Has the Authorized Agent completed and signed the questionnaire form? YES \_\_\_\_\_ NO \_\_\_\_\_

Affirmative Action Plan copy enclosed: YES \_\_\_\_\_ NO \_\_\_\_\_

Bid Bond enclosed: YES \_\_\_\_\_ NO \_\_\_\_\_

Letter of Intent from Surety Company enclosed: YES \_\_\_\_\_ NO \_\_\_\_\_

Did you attend the Mandatory Meeting? YES \_\_\_\_\_ NO \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_



**APPENDIX I**

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

**AFFIRMATIVE ACTION COMPLIANCE AFFIDAVIT**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit 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 the 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; (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 above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's 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;
- © the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "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) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

\*INSTRUCTIONS: Bidder must sign acknowledgement below and return acknowledgement to Awarding

Agency along with bid proposal.

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidders" form.

\_\_\_\_\_  
Signature  
Date On  
behalf of:

\_\_\_\_\_  
Proposer's Initials

**APPENDIX J**

**AFFIDAVIT FOR FINAL PAYMENT**

The undersigned, being duly sworn, deposes and says:

1. That he/she is the \_\_\_\_\_(Title) of the contractor in the project hereinafter referred to and is authorized to execute this affidavit on behalf of the contractor;
2. In connection with Contract # \_\_\_\_\_for \_\_\_\_\_ (Project Title) it is represented that all payrolls, bills for services, materials, supplies, equipment and other indebtedness have been paid or otherwise satisfied and that there are no outstanding claims against the undersigned by any subcontractor or material supplier, or no outstanding claims or intent to file a claim against the Town of Greenwich;
3. This Affidavit is made at the request of the Town of Greenwich for the purpose of inducing final payment and knowing that it will rely upon the truth of the representation herein made.

Subscribed and sworn to  
before me this     day  
of           2021

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(Type or print name of person authorized to sign)

APPENDIX K

PERFORMANCE, MAINTENANCE AND PAYMENT BOND

BOND NO \_\_\_\_\_

CONTRACT # \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS. That we \_\_\_\_\_, as Principal, and

a corporation organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Connecticut as Surety, are holden and firmly bound jointly and severally unto the TOWN OF GREENWICH, CONNECTICUT, hereafter referred to as the Town, a territorial corporation located in the County of Greenwich, in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

to be paid to it or its certain attorney, successors or assigns, to which payment well and truly to be made, we the said Obligors do bind ourselves, and each of us, our heirs, executors, administrators, and successors firmly by these presents.

IN WITNESS WHEREOF we have hereunto set or caused to be set our respective hands, names and seals this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the above named Principal has entered into a certain written contract with the TOWN OF GREENWICH, CONNECTICUT, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2021, for

\_\_\_\_\_. (Description of work here – Usually the name of the bid) according to the plans and specifications prepared by the TOWN OF GREENWICH, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the said Principal shall well and faithfully perform said contract according to its provisions, and fully indemnify and save harmless the Town from all cost and damages which the Town may suffer by reason of failure so to do, and shall pay for all equipment, appurtenances, materials and labor furnished, used or employed in the execution of said contract, and shall indemnify and save harmless the Town from all suits or claims of any nature or description against the Town by reason of any injuries or damages sustained by any person or persons on account of any act or omission of said Principal, his servants or agents, or his subcontractors in the construction of the work or in guarding the work, or on account of the use of faulty or improper materials, or by reason of claims under the Workmen's Compensation Laws or other laws by any employee of the Principal or his subcontractors, or by reason of the use of any patented material, machinery, device, equipment, process, method of construction or design in any way involved in the work, and shall indemnify the Town against such defective workmanship, material and equipment as may be discovered within one (1) year after completion and final acceptance of the work, and shall make good in such defective workmanship and material as may be discovered within said period of one year, then this obligation shall be void, otherwise to remain in full force and effect.

The Surety hereby stipulates and agrees that any modifications, omissions or additions in or to the terms of the aforesaid contract, or in or to the plans or specifications therefor, or any extension of time, shall in no wise affect the obligation of the Surety under this bond, the Surety hereby waiving any and all right to any notice of any such modifications, omissions, changes, additions or extensions.

CONTRACTOR \_\_\_\_\_

BY \_\_\_\_\_

SURETY \_\_\_\_\_

BY \_\_\_\_\_

**INSURANCE PROCEDURE**

PLEASE NOTE:

THIS PAGE MUST BE RETURNED WITH YOUR BID/RFP. FAILURE TO DO SO MAY RESULT IN YOUR BID/RFP BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for BID/RFP. Any BID/RFP with deficient insurance requirements will be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The BID/RFP cost reflects any additional costs relating to insurance requirements for this work.

Signature

Date

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NON-COLLUSION AFFIDAVIT

GREENWICH PUBLIC SCHOOLS  
290 GREENWICH AVE  
GREENWICH, CONNECTICUT

State of \_\_\_\_\_:

County of \_\_\_\_\_:s.s.

I state that I am the \_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (NAME OF MY FIRM)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder/proposer or potential bidder/proposer.

(2) Neither the price(s) nor the amount of this bid/rfp, and neither the approximate price(s) nor approximate amount of this bid/rfp, have been disclosed to any other firm or person who is a bidder/proposer or potential bidder/proposer, and they will not be disclosed before bid/rfp opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding/proposing on this contract, or to submit a bid/proposal higher than this bid/rfp, or to submit any intentionally high or noncompetitive bid/rfp or other form of complementary bid/rfp.

(4) I fully understand that more than one offer from an individual, firm partnership; corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder/proposer is interested in more than one bid/rfp for the work contemplated may cause rejection of all bids/rfps in which the bidder/proposer is interested. Any or all bidders/proposers will be rejected if there is any reason for believing that collusion exists among the bidders/proposers. Participants in such collusion may not be considered in the future offers for the same work. Each bidder/proposer by submitting a bid/proposal certifies that it is not a part of any collusive action.

(5) The bid/rfp of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid/proposal.

(6) \_\_\_\_\_ its affiliates, subsidiaries, officers,  
(NAME OF MY FIRM)  
directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding/proposing on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that  
(NAME OF MY FIRM)

the above representations are material and important, and will be relied on by Greenwich Public Schools in awarding the bid/proposal for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Greenwich Public Schools of the true facts relating to the submission of bids/proposals for this contract.

(7) I agree to furnish and deliver all services on the date and time agreed on by \_\_\_\_\_ and the Greenwich Board of Education at  
(NAME OF MY FIRM)

The time the purchase order is placed. Furthermore, there will not be any cancellations to the Board of Education. If a bidder/proposer submits a bid/proposal on any item he/she will be responsible for delivering that item at the bid/proposal cost, in accordance with the attached above specifications, which were submitted with this bid/proposal and upon which the bid/proposal was made.

(8) In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

(9) In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under or otherwise in the performance of such contract.

(10) The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resultant contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

(11) The Greenwich Code of Ethics can be found at [www.greenwichct.org](http://www.greenwichct.org) Code of Ethics stated as follows:

(2) DEFINITION. (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the Town and the interest of any person or his immediate family in any corporation, firm or partnership which as a direct or indirect interest in any transaction with the Town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the Town. (3) Town Officer shall mean and include any official, commission, committee, legislative body or other agency of the Town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies otherwise, for the use and benefit of the Town for a valuable consideration, excepting the services of any person as a Town Officer.

(3) GIFTS AND FAVORS. No Town Officer or his immediate family shall accept any valuable gift, things, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.

**APPENDIX M**

**(4) IMPROPER INFLUENCE.** No Town Officer having a substantial financial interest in any transaction with the Town or in any action to be taken by the Town shall use his office to exert his influence or to vote on such transaction or action.

**VENDOR INFORMATION.** (Please print the following)

**VENDOR NAME**

**ADDRESS**

**TELEPHONE**

**FAX #**

**E-MAIL**

**WEB SITE**

**PRINT NAME**

**TITLE**

**(12) By signing this bid/proposal the bidder/proposer understands and agrees to the attached terms, conditions, and specifications, including Collusion among Bidders/Proposers Employment Discrimination by the Contractor Prohibited.**

\_\_\_\_\_  
**SIGNATURE**

**SWORN AND SUBSCRIBED TO BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE  
COUNTY OF \_\_\_\_\_ AND THE STATE OF \_\_\_\_\_  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 \_\_\_\_\_**

\_\_\_\_\_ **MY COMMISSION EXPIRES \_\_\_\_\_**  
**NOTARY PUBLIC**