

# **Invitation to Bid**

## **Provision of School Transportation Services for the East Hampton School District**

**Bid No. 2011-1104**

**October 5, 2011**

**East Hampton Board of Education  
94 Main Street  
East Hampton, CT 06424**

## LEGAL NOTICE

### Invitation to Bid

### Provision of School Transportation Services for the East Hampton School District

### Bid No. 2011-1104

The East Hampton Board of Education ("the Board") seeks bids for the multi-year provision of Transportation Services for students served by the East Hampton School District ("the District"), beginning on or about July 1, 2012. Bids will be received for the provision of transportation services for Regular Daily Public School Bus Routes, Special Education Bus Routes and Athletic and Field Trip Transportation. The Board, at its discretion, may award one (1) or more Contracts based on Bid results for these three (3) distinct services. A single Contract may be awarded to a single Bidder or separate contracts may be awarded to different Bidders.

It is the goal of the Board to provide safe transportation to the students served by the District, to see that excellent customer service is provided by the Contractor to the District and parents, and to improve the cost efficiency of transportation services by reviewing the passenger size of current special education vehicles.

Sealed bids will be received at the office of the East Hampton School District, 94 Main Street, East Hampton, CT 06424, until **October 28, 2011 at 11:00 AM**. At that time, bids will be publicly opened and read aloud.

Copies of the Bid documents may be obtained from the East Hampton Board of Education, by contacting Karen Asetta by e-mail at [kasetta@easthamptonct.org](mailto:kasetta@easthamptonct.org), by telephone (860-365-4000) or by fax (860-365-4004).

The Board reserves the right to amend or terminate this Invitation to Bid, to accept all or any part of a Bid, reject any or all Bids, to waive any informalities or non-material deficiencies in a Bid, and to award a Contract to the Bidder that, in its sole judgment, serves the Board's best interests.

Firms submitting bids are fully responsible for their delivery. Reliance upon mail or public carriers is at the bidder's risk. Late bids will not be considered.

## **SECTION 1 - INVITATION TO SUBMIT BIDS**

- 1.1 Sealed Bids will be received by the East Hampton School District (“the District”), at its offices, located at 94 Main Street, East Hampton, CT 06424 for a contract for school transportation services. Bids will be received for the provision of transportation services for Regular Daily Public School Bus Routes, Special Education Bus Routes and Athletic and Field Trip Transportation. The Board, at its discretion, may award one (1) or more Contracts based on Bid results for these three (3) distinct services. A single Contract may be awarded to a single Bidder or separate contracts may be awarded to different Bidders.
- 1.2 Each Bid must be submitted in a **sealed** envelope that shall be clearly labeled: **BID: EAST HAMPTON SCHOOL TRANSPORTATION SERVICES CONTRACT.**
- 1.3 Each Bid must be submitted either in person, by courier or by registered mail to the above address on or before **October 28, 2011 at 11:00 AM**, local time. Bids received later than the specified date and time shall not be considered. Bids will then be opened publicly and read aloud. All interested parties are invited to attend the Bid opening.
- 1.4 The Board reserves the right to amend or terminate this Invitation to Bid, to reject any or all bids, to accept all or any part of a Bid, to reject any or all Bids, to waive any informalities or non-material deficiencies in a Bid, and to award a Contract to the Bidder that, in its sole judgment, serves the Board’s best interests.
- 1.5 The Bid Specifications include all parts of Sections 1, 2, 3, 4, 5, 6 and 7, Schedules A through G and any Addenda to the Specifications subsequently issued by the Board. There will be no changes made to the Specifications after October 19, 2011. The stated conditions may not be modified in any form without the express approval in writing from the Board or its duly authorized representative. Bidders are expected to be familiar with the road conditions and traffic conditions in East Hampton before submitting a Bid. It is the Bidder’s responsibility to satisfy itself prior to submission of the Bid that the terms and conditions of the Bid can be met and that the standards and requirements of the Board can be maintained during the course of the Contract.
- 1.6 Contractors interested in bidding must notify the District’s representative, Karen Asetta (kasetta@easthamptonct.org) no later than Noon on October 18, 2011, and provide Contractor contact information.

## **SECTION 2 - DEFINITION OF TERMS**

- 2.1 **Board** - Shall mean the East Hampton Board of Education.
- 2.2 **District** – Shall mean the East Hampton School District, having its offices at 94 Main Street, East Hampton, CT 06424.
- 2.3 **School Administration** - Shall mean the Superintendent of Schools of the East Hampton School District or another duly authorized representative of the Board.
- 2.4 **School Bus** - Shall mean a school bus body and chassis which is licensed by the State of Connecticut to operate as a School Bus as defined in the Connecticut General Statutes and the Regulations of Connecticut State Agencies, and meets all other established school bus requirements of the State of Connecticut and the United States Department of Transportation (USDOT) plus any specific additional local requirements. A regular school bus shall have a capacity of 71 students and a mini-school bus shall have a capacity of 14 to 16 passengers.

- 2.5 **Van** – Any vehicle with a passenger capacity up to seven (7) passengers that is used to carry students to or from school. The vehicle, including any modifications, must be licensed by the State of Connecticut. All vans shall be properly equipped and shall meet all State requirements for the transportation of Special Education students.
- 2.6 **School Bus Driver** - Shall mean a legally qualified school bus operator, licensed by the State of Connecticut and physically, morally and emotionally suitable, and approved, to transport students for the East Hampton School District.
- 2.7 **Bidder** - Shall mean a qualified school bus contractor who submits a Bid for consideration by the Board and who also fulfills and complies with the requirements described in the Bid Specifications.
- 2.8 **Bid** - Shall mean a properly constituted offer by a Bidder to provide the services that are described in the Bid Specifications which have been issued by the District.
- 2.9 **Bid Specifications** - Shall mean Sections 1, 2, 3, 4, 5, 6 and 7, Schedules A through G of these Specifications and any Addenda to the Specifications subsequently issued by the Board.
- 2.10 **Contract** - Shall mean the formal written agreement between the District and the Bidder selected by the Board to provide school bus or van transportation service for a period of five (5) years beginning on or about July 1, 2012 and terminating on the last day of the 2016-2017 school year.
- 2.11 **Contractor** - Shall mean the entity whose Bid has been accepted by the Board and is under contract to the District to perform the school transportation services as required by the Bid Specifications.
- 2.12 **Bid Surety** - Shall mean a certified bank check, a cashier's check or a Surety Bond issued in the name of the East Hampton School District in an amount not less than **five percent (5%)** of the Bid amount for the first contract year. Such surety shall be posted with the Bidder's Bid. The Bidder thereby agrees that the posted value is to be forfeited to the Board by the Bidder if it refuses to perform in accordance with the Contract for services after the Board's acceptance of the Bid.
- 2.13 **Performance Bond** - Shall mean a performance surety bond covering a period of one (1) year and not less than **fifty percent (50%)** of the total value of the contract for that school year. The Performance Bond shall be renewed each year of the Contract.
- 2.14 **Regular Daily Runs** - Shall mean any scheduled bus routes which are intended for the transportation of pupils to and from school on a daily basis.
- 2.15 **Late Runs** - Shall mean any special run that may be required because of early or late dismissal of a school hereby causing a "late run" to be imposed in addition to the regular daily runs.

### **SECTION 3 - INSTRUCTIONS TO BIDDERS**

- 3.1 **Scope of the Work** - The East Hampton School District operates 4 schools in East Hampton, CT. Approximately 1,950 to 2,000 students (pre-kindergarten through grade 12) are transported approximately one hundred eighty (180) days per school year (see Section 4.10) to the District's two (2) elementary schools, one (1) middle school, one (1) high school, and one (1) local high

school-level special education center. An additional 60 to 80 students are transported to out of town vocational/agricultural programs.

The Board will contract for school transportation services with a bus contractor for a period of five (5) years beginning on or about July 1, 2012. The Contractor shall furnish all labor, vehicles, equipment, materials, management, services, insurance, licenses, fees and any other costs necessary to execute, in a satisfactory manner, each requirement for transportation services in the Bid Specifications and the Contract.

The vehicles comprising the School Bus fleet used for East Hampton school transportation must be of the same manufacture and uniformly equipped.

The requirement for daily bus routes for regular education students is as follows:

16 71-passenger buses

Route detail is provided in Exhibit 2. Most routes are three (3) tiered: elementary, middle, and high school. Two (2) high school runs accommodate out-of-town vocational/agricultural programs.

2 additional runs cover midday kindergarten routes.

Transportation requirements for Special Education students served:

- Approximately 30 students are transported to the District's local school buildings.
- Approximately 10 students have out of town transportation to individual programs. Most of these programs also continue throughout the summer, destinations can vary from year to year and within any year.
- Most special education children must be transported in the summer for an additional 25 days of summer school in East Hampton Schools.

The Contract term will extend for a period of 180 school days per year, (as defined in Section 4.10), per year for regular education students with additional summer transportation days as per above. The Contract will be renewed each year through the 2016-2017 School Year, contingent upon satisfactory performance of the Contractor.

The Board reserves the right to terminate the Contract should the Contractor default under any of the provisions of Section 4.6. The Board also reserves the right to terminate the Contract should the Contractor be shown to be negligent in the operation or maintenance of the equipment used for the provision of transportation services to the District; or should the Contractor fail to comply with State Motor Vehicle Law or with District policies with regard to its equipment or employees involved in providing transportation services to the District.

The Board is seeking Bids for regular daily runs (Schedule A), special education transportation (Schedule B) and athletic and field trips (Schedule E). The Board may award more than one (1) contract for its transportation services.

The District will furnish the Contractor, without charge, the fuel necessary for the performance of transportation services under the Contract, as provided by Section 5.5.

- 3.2 Bid Basis** - The Board may change the Contract requirements during the term of the Contract by increasing or decreasing bus routes and thereby increasing or decreasing bus mileage. Exhibit 2 describes current route structure. If bus usage situations should occur that are not currently

envisioned or described in Exhibit 2, the District and the Contractor shall reach agreement on the appropriate billing charge prior to the initiation of the service.

**3.3 Forms and Preparation of Bids** - Bids shall be submitted on the forms provided by the Board in Schedules A through G of the Bid Specifications. **Information provided on Bid Forms must be typed or printed legibly. Bid Forms must be properly executed.** If the Bid is submitted by a partnership or a corporation, the names and addresses of the partners or officers shall be provided. No revisions will be permitted on the Bid forms. The Bid shall be submitted with all of the following information:

**A.** Schedules A through G - completed and properly executed. A Bidder may submit a Bid for only regular daily runs (Schedule A) or only Special Education transportation (Schedule B). If a Bidder is submitting a Bid for regular daily runs, its Bid must also provide prices for athletic and field trips (Schedule E).

**B.** The required **five percent (5%) Bid Surety** must be submitted with the Bid. If a surety bond is submitted, it must be submitted along with the surety's affidavit. The Board will retain the Bid Surety until:

- (1) a Contract has been executed with the Contractor, or
- (2) the specified time has elapsed so that Bids may be withdrawn, or
- (3) all Bids have been rejected by the Board.

The Board will retain the Bid Surety of the successful Bidder until it has been replaced with the specified **fifty percent (50%) Performance Bond**.

**C.** Bidders shall provide a cost per mile and/or cost per hour for athletic and field trip travel for each year on Schedule E. Driver is to remain with the vehicle until students are returned to the school. Costs shall include travel time only; no waiting time charges. Only properly equipped and licensed vehicles and properly qualified drivers shall be employed for transportation, both within the State of Connecticut and for interstate transportation.

**D.** The Board will evaluate the financial condition of each Bidder before awarding a Contract. Each Bidder must submit a certified (audited or reviewed) financial statement with his Bid. The financial statement shall be no more than two (2) years old, and shall accurately represent the financial status of the Contractor's organization. These financial statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Income Statements, Statements of Cash Flows, and the notes to the financial statements. The financial statements' opinion shall be provided by a Certified Public Accountant who is certified by the State of Connecticut. The purpose of this requirement is to determine whether the Bidder is in a sufficiently secure financial position to operate the bus contract for the contract term.

**E.** Each Bidder must submit evidence from a bonding company licensed to do business in the State of Connecticut, indicating that it will issue the required 50% Performance Bond to the Bidder, provided that the Bid is accepted by the Board.

**F.** The Bidder shall also provide the following documentation with his Bid:

- (1) a complete description of the firm's current driver training and retraining program.
- (2) a complete description of the firm's continuing safety/security program.
- (3) copies of the firm's policies and procedures related to the selection of drivers, bus monitors, mechanics, training and supervisory staff and other employees.
- (4) copies of company policies regarding retraining and disciplinary measures

- administered to employees for various types of infractions and traffic violations.
- (5) copies of employee handbooks and driver/employee conduct guidelines.
- (6) copies of Customer Service Policy & Procedures applicable to drivers and managers for interaction with the school staff and parents.
- (7) copies of the firm's complaint procedures and problem resolution standards.
- (8) documentation of methods used to verify that drivers pre-check vehicles prior to operation.
- (9) an organizational chart shall be provided showing the relationship of the various positions within the terminal that will provide services to the District .

**G.** Each Bidder shall submit a Vehicle Roster (Schedule C) as part of the Bid, listing the vehicles proposed for the provision of transportation services. The roster shall include the following information about each vehicle: Vehicle Fleet Number, year of manufacture, make of chassis, make of body, seating capacity and VIN number. Should a Bidder be acquiring new vehicles for provision of the specified transportation services, the Bidder must include a statement regarding detailing the planned purchases. A copy of the vehicle Purchase Order or Lease Agreement will be required by January 15, 2012 if the Contractor is selected.

The Contractor shall update the Vehicle Roster over the course of the Contract, as new vehicles are purchased and older vehicles are retired. Updated fleet rosters shall be submitted to the District's Transportation Coordinator.

**H.** Each Bidder shall submit a letter from an insurance broker stating that the insurance requirements specified in this document will be met or exceeded. The insurance carrier must be licensed to do business in Connecticut and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-" or higher.

- 3.4 Questions and Addendum** - Questions concerning the Bid Specifications shall be submitted in writing to the District offices, located at 94 Main Street, East Hampton, CT 06424 no later than the close of business on October 17, 2011. Responses to questions shall be issued in a written Addendum to these Bid Specifications.
- 3.5 Submittal of Bids** – Each Bid must be submitted in a **sealed** envelope, clearly labeled **BID: EAST HAMPTON SCHOOL TRANSPORTATION SERVICES CONTRACT**. Bids may be delivered in person, by courier or by registered mail to the District's offices, located at 94 Main Street, East Hampton, CT 06424 on or before October 28, 2011 at 11:00 AM, local time. Bids received later than the specified date and time will not be considered.
- 3.6 Price Quotations** - Bids are required to show the full cost of school transportation services for each year of the five (5) years of the Contract. These costs shall be detailed in terms of the unit cost per day per bus and van. Price quotations must include the full cost of all services for each bus and van for the year. Revisions will not be permitted in the Bid prices once Bids have been opened. Bids are binding for ninety (90) days following the date of the Bid opening.
- 3.7 Bid Award** - Award of the Bid will be made by the Board following a thorough evaluation of each Bid and of each potential Contractor. The Board may elect to award a Contract to a firm other than the low Bidder. Each Bid will receive equal consideration and special attention will be given to the Bidder's qualifications, including the following (Items are not necessarily listed in the order of their importance)
  - A.** Contractor's Operational Safety Record
  - B.** General Qualifications of Contractor

- C. Strength of Contractor's Human Resource staff and Contractor's success in training front-line employees in dealing with situations encountered in the provision of school transportation services.
- D. Contractor's prior experience in the performance of similar Contracts
- E. Contractor's available equipment and personnel
- F. Contractor's financial status
- G. Contractor's familiarity with the community and region
- H. Contractor's maintenance and support capability
- I. Contractor's price and/or overall cost
- J. Contractor's references and other pertinent factors

The Board is not obligated to award a Contract to any Bidder submitting a Bid in response to this Invitation to Bid. The Board may, at its own discretion, negotiate a separate contract for transportation services which may or may not take into account contract provisions not included in these Bid Specifications.

The Board may award a separate Contract for Special Education transportation (as listed in Schedule B) and a separate Contract for Athletic and Field Trip Transportation (as listed in Schedule E).

**3.8 Conditions of Acceptance** - The successful Bidder, within fifteen (15) days of the Board's Notice of Contract Award, shall enter into a written Contract with the District and shall provide the District with the required Performance Bond and Certificates of Insurance.

**3.9 School Schedules** - The current schedules for the schools are as follows:

	<u>Start</u>	<u>Dismissal</u>	<u>No. of Routes</u>
East Hampton High School (Grades 9-12) 15 North Maple Street East Hampton, CT 06424-1064	7:35	2:15	11
Vinal Technical High School (Grades 9-12) 60 Daniels Street Middletown, CT 06457	7:26	2:08	2
Vocational/Agricultural Programs 200 LaRosa Lane Middletown, CT 06457	7:25	2:00	2
East Hampton Middle School (Grades 6-8) 19 Childs Road East Hampton, CT 06424-1709	8:05	2:35	13
Center Elementary School (Grades 4, 5) 7 Summit Street East Hampton, CT 06424-1298	8:40	3:10	16
Memorial Elementary School (Grades PK-3) 20 Smith Street East Hampton, CT 06424-1698	8:40	3:10	16



- 3.10 Transportation Policy** - The Board's Transportation Policy is attached as Exhibit 1 and is made a part of this Specification. Each Bidder is responsible for knowing the contents of the Policy and must agree to operate transportation services in conformity with the Policy.
- 3.11 Familiarity with Local Conditions** - The Bidder is expected to examine and to be familiar with local operating conditions including route mileage, special road conditions and traffic patterns which may affect operating costs. By submitting a Bid, each Bidder states that he is sufficiently familiar with these conditions to file a valid Bid. The route descriptions and route maps for transportation services may be inspected at the District offices during normal business hours.
- 3.12 Additional Contract Terms** - The terms, conditions and provisions of Sections 4 through 7 of the Bid Specifications shall be incorporated into the Contract.

#### **SECTION 4 - GENERAL CONDITIONS**

- 4.1 Bus Schedule Details** - The Contractor agrees to transport to and from the East Hampton Public Schools and other institutions designated by the Board such persons as may be designated by the Board, and at the days, times and hours designated by the Board. In providing such transportation, the Contractor shall make designated stops and shall travel along designated routes in accordance with the Board's instructions. The Contractor shall furnish full transportation services including vehicles, drivers, support equipment, administrative personnel, supervisory staff, and other services required to provide such services to the East Hampton School District. The District shall determine the routing of the school buses.
- 4.2 Out-of-District Bus Routes** - Some regular education students may need to be transported across district boundaries (e.g., alternative high school programs, before and after daycare).
- 4.3 Performance Bond** - Each year, the Contractor, at its own expense, shall furnish to the Board a Performance Bond in an amount not less than fifty percent (50%) of the total value of the Contract for that year. The Bond shall be in a form satisfactory to the Board, conditioned upon the fulfillment by the Contractor of all the terms and conditions of the Contract. The Bond shall provide that if, at any time, the Contractor is not, in the opinion of the Board, fulfilling the conditions and obligations of the Contract, the Board may terminate the Contract upon ten (10) days' written notice to the Contractor and then hold the Contractor and its surety responsible for any extra or added expense, loss or damage suffered by the Board in carrying out said Contract in an amount not to exceed the stated value of the Performance Bond.
- 4.4 Insurance**
- A. Insurance:** The Contractor shall provide insurance coverage in the amount of \$10,000,000 (ten million dollars) per occurrence for bodily injury, \$10,000,000 (ten million dollars) in Comprehensive General Automobile and Public Liability Insurance and Property Damage coverage. The Town of East Hampton and the East Hampton School District shall be specified as an additional insureds. The Contractor's policy or policies shall be primary to any policies of insurance available to the District. The District and/or its representative retain the right to direct inquiries to the Contractor, its agents or broker or insurer directly. All insurance certificates shall state that the policy will not be canceled nor coverage reduced without thirty (30) days prior written notice to the District.

Sexual Misconduct and Corporal Punishment insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming East Hampton Public

Schools, The East Hampton Board of Education, and any of their public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Auto exclusion on the General Liability policy does not apply to this coverage.

**B. Worker's Compensation:** The Contractor shall maintain Worker's Compensation insurance coverage as required by Connecticut General Statutes for the term of the Contract.

**C. Save Harmless:** The Contractor shall at all times protect, hold harmless and indemnify the Town of East Hampton, the East Hampton School District and the East Hampton Board of Education, their respective employees, officials and agents from any and all liability and expense, including attorney fees, which may arise as a result of its operations, activities or omissions, or those of its employees and agents in furnishing the services as the Contractor; including, but not limited to, the transportation of children.

**D. Insurability:** The Contractor shall annually provide Certificates of Insurance to the District, verifying the amounts and types of coverage required by this Specification, at least one (1) week prior to the first day of the school year. Updated Certificates of Insurance shall be forwarded to the District on or before the renewal date of any policy covering the Contractor in the performance of work under this Contract. Insurance carriers shall be companies authorized to conduct business in the State of Connecticut. The District shall be given thirty (30) calendar days' advance notice by certified mail, return receipt requested, of any change to or cancellation of any insurance policy required by the Contract.

**4.5 Indemnification -** The Contractor further agrees to indemnify, defend and hold harmless the Town of East Hampton, the East Hampton School District and the East Hampton Board of Education and all of their respective 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 the death of any person or property damage of any kind, however caused, arising out of or in any manner connected with the operations performed under the Contract or with a breach of the obligations of Contractor, whether or not due in whole, or in part to any act, omission or negligence of the Town and/or Board or any of its representatives or employees.

**4.6 Termination for Default –** In the event that, at any time during the Contract term, the Contractor, in the sole opinion of the Board;

- A.** Has failed to provide the level of services required under the Contract;
- B.** Has failed to fulfill services required in accordance with agreed-upon schedules;
- C.** Has become insolvent;
- D.** Makes an assignment for the benefit of creditors;
- E.** Files a voluntary petition in bankruptcy;
- F.** Is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days;
- G.** Abandons the work;
- H.** Subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein;
- I.** Fails to provide the insurance required under Section 4.4;
- J.** Fails to provide the Performance Bond required under Section 4.3; or
- K.** Fails to comply with any other term or condition contained in the Contract,

The Board shall have the right to terminate the Contract upon written notice to the Contractor and pursue any and all remedies that it may have under applicable law. No failure on the part of the Board to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of such right, nor shall any single or partial

exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

In the event of Contract termination by the Board, the Board's payment obligation shall cease as of the final date on which transportation services are last performed by the Contractor, in accordance with the Contract.

Upon termination of the Contract pursuant to this Section, the Contractor (and its surety) shall be responsible for all of the Board's expenses, losses and damages incurred in replacing Contractor for the remainder of the Contract term.

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

**4.7 Failure of Operation** - The Board has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service.

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

**A.** If, at any time, the Contractor does not provide the required number of buses or drivers necessary to provide the services mandated under the Contract, the Board shall deduct from its monthly payment to the Contractor the pro-rata cost of the vehicle for that day, plus **Fifty Dollars (\$50.00)**, or the cost of the Board'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.

**B.** If, at any time, the Contractor, in the provision of transportation services under this Contract, engages a driver who has not been approved by the Board and/or who does not meet the State of Connecticut's requirements for a school bus driver, a penalty of **One Hundred Fifty Dollars (\$150.00) per driver per day** shall be assessed by the Board against the Contractor for drivers so employed, plus the per diem cost for each vehicle for that day.

**C.** In the event a strike or other occurrence causes an interruption of the Contractor's services for more than twenty-four (24) hours, the District shall have the right to secure such other transportation as may be necessary and charge the incremental cost of such transportation to the Contractor.

**D.** The Board requires that all vehicles that are utilized in the performance of this Contract have operating and active two-way radio communication units on board. A penalty of **One Hundred Dollars (\$100.00) per day per vehicle** shall be assessed by the Board against the Contractor for vehicles which do not comply with this requirement.

**E.** The Contractor shall maintain four (4) spare vehicles to cover possible interruptions of daily bus route transportation service and one (1) spare vehicle to cover possible interruptions of special education transportation service. Spare vehicles shall be appropriately sized and equipped for the service provided. Should the Contractor fail to meet this provision for more than twenty-four (24) hours, a penalty of **One Hundred Dollars (\$100.00) per day per vehicle** shall be assessed by the Board against the Contractor for failure to comply with this requirement.

F. The Contractor's Terminal Manager is precluded from driving duties, except in an emergency as determined solely by the Board. An insufficient number of spare drivers shall not constitute such an emergency. Should the Terminal Manager drive one or more routes without the Board's prior approval, the Board shall not to pay for that portion of the route(s) operated, plus assess a penalty of **One Hundred Dollars (\$100.00) per occurrence**.

G. Reliable transportation is important to meet the education requirements of the students and the Board. To this end, students shall be picked up on morning runs in a timely and consistent manner. Similarly, students shall be delivered to after-school destinations in an equally efficient manner. If any bus is more than fifteen (15) minutes late, the Board reserves the right to deduct **Fifty Dollars (\$50.00)** from the monthly billing for each bus operating late for each time period. The penalty will not be assessed should situations beyond the Contractor's control cause the late pick-up (weather, traffic, emergency detours). The Contractor shall be granted a hearing on each matter before a decision is made by the Board. **The Contractor is hereby informed that safe operation and obedience of traffic regulations shall at all times have priority over on-time performance.**

H. Should the Contractor and/or its drivers change or modify any agreed-upon routes or time schedules without the Board's prior permission, the Board reserves the right to deduct **Fifty Dollars (\$50.00) per route per day** from the monthly billing for such occurrence.

The Contractor understands and agrees that the assessment of penalties shall be in addition to the right of the Board to terminate this Contract. Furthermore, in the event of termination, the stated penalties 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 Board under this Contract, in law and equity.

The Board, at its own discretion, may accumulate any penalties and delay their assessment to the Contractor unless the accumulated penalties reach or exceed **Two Thousand Five Hundred Dollars (\$2,500.00)** in a given school year. Should this assessment level be reached, the Board retains the right to assess all accumulated penalties. During the term of the Contract, the Board shall provide the Contractor written notice of penalties assessed to date and provide the Contractor an opportunity to remedy its actions and/or to respond to the Board's determination.

The waiver of penalties or the granting of allowances for items beyond the control of the Contractor shall be at the sole discretion of the Board. The Board may waive all penalties during inclement weather or on other occasions when adherence to schedules would pose a hazard.

**4.8 Compliance with Laws and Regulations** - The Contractor, its vehicles and all its drivers shall fully comply with all laws, rules, and regulations of the USDOT, the State of Connecticut, the State Department of Education, the Town of East Hampton, and local and state police.

**4.9 Personnel Management and Spare Equipment** - The Contractor shall provide a Terminal Manager, approved by the Board, and available during all hours that the buses are in operation. The Terminal Manager shall act as the Supervisor of the Contractor's operations under the Contract. The Terminal Manager shall be the Contractor's primary point of contact with the school administration, parents, and community members. The Terminal Manager shall manage employee recruiting, retention and discipline, and shall monitor the training and development of all employees. In addition, the Terminal Manager shall ensure compliance with company safety policies and all applicable federal motor vehicle and Connecticut DOT requirements. The Terminal Manager shall oversee vehicle maintenance and shall be responsible for maintaining clean and safe working conditions within the facility and of the equipment, and shall promote

and maintain a positive work environment for all staff.

The Contractor shall designate a Primary Dispatcher. The person serving as Dispatcher shall be responsible for assigning buses and drivers to routes and shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. The Dispatcher shall maintain contact with the District until the last student is off the last bus and the Dispatcher notifies the District that all of the students have been delivered to the designated drop-off points.

The Contractor shall also provide sufficient spare vehicles of the size and type necessary to assure uninterrupted service. Spare vehicles shall be appropriately sized and equipped for the service provided, with suitable drivers, on location in East Hampton to be used in the event of any breakdowns, delays or emergencies. No spare vehicle shall be older than ten (10) years, and shall fully comply with the terms and conditions contained in Section 6.

- 4.10 School Days** - The Contract shall apply to all days when school shall be held. **The minimum number of school days in any school year shall be one hundred eighty (180) days.** The Board shall be solely responsible for determining when school will be in session. The Contractor shall provide such transportation as may be required. Delayed school opening will be considered a regular school day.
- 4.11 Starting and Ending Times** - The Contractor shall not pick up any students before 6:30 a.m., with the exception of the High School runs to the Middletown programs or in accordance with a plan approved by the East Hampton Support Services Director for an out-of-town placement. Students shall arrive at the designated school at least five (5) minutes before the start of school but no more than twenty (20) minutes before the start of school. School buses must be available for departure from the High School at 2:00 p.m. All students must be delivered to their regular bus stop no later than 4:30 p.m. The starting and ending times may be changed by the District over the term of the contract. **No child shall be on a bus or van for more than one (1) hour unless there are extenuating circumstances (weather conditions or other factors) beyond the control of the bus driver.**
- 4.12 Accidents** - Should a bus become involved in an accident, the Contractor shall immediately notify the District's Transportation Coordinator and the police department having jurisdiction at the accident location. The Contractor shall then provide another suitable vehicle for the immediate transportation of the pupils so that as little time as possible is lost and comfort is assured. The District shall be notified of all accidents and all injuries, regardless of extent, as soon as possible, but no later than the time it takes the driver to complete his bus run. Within twenty-four (24) hours of the accident, the Contractor shall submit a full written report to the District. The Contractor is also responsible to report the accident to the Connecticut Department of Motor Vehicles.
- 4.13 Complaints** - The Contractor shall investigate all complaints lodged against itself or its drivers. A log will be maintained by the Contractor, providing pertinent details of each complaint, including the date, time, location, persons involved and the nature of the complaint. The Contractor shall report any action it takes in response to a complaint to the District within twenty-four (24) hours of taking such action.
- 4.14 Bus Routes and Bus Stops** - The District shall establish bus routes and shall provide the Contractor with a complete description of each proposed bus route, including stop locations and scheduled times. The District may make changes to the routes and bus stops during the course of the School Year.

The Contractor shall not alter the agreed-upon bus routes or schedules without the prior approval of the District. The Contractor is prohibited from routing buses over roads identified by the District as hazardous or unsafe.

- 4.15 Number of Buses** - The Contractor shall, at all times, have a sufficient number of vehicles of appropriate size and type to transport all eligible pupils. The number and types of vehicles required each school year to transport students shall be determined by the District and the Contractor. **No bus or van shall carry pupils in excess of its legal passenger capacity. No bus shall be utilized with a legal passenger capacity exceeding seventy-one (71) passengers.**

The District may at any time increase or decrease route mileage, the number of students to be transported or make other changes regarding the areas to be served. The Contractor's compensation shall not be changed unless agreed to by the Board.

- 4.16 Allowable Non-Performance (Force Majeure)** - The Contractor shall not be liable for the non-performance of transportation service caused by an Act of God, public enemies, authority of law, quarantine, perils of navigation, riots or any other conditions beyond its control.

**4.17 Payments**

**A. For regular daily runs:** Beginning September 15<sup>th</sup> each year, the District shall pay the Contractor ten (10) equal monthly installments, each amount equal to one tenth (1/10) of the estimated total cost of the regular daily runs as shown in the Contract for that contract year. The Board and the Contractor shall periodically adjust such amount to reflect any service changes. No other payments to the Contractor shall be made for regular daily runs. The Contractor shall furnish all labor, vehicles, equipment, materials, management, staff, services, insurance, licenses, fees and any other costs necessary to provide the transportation services required by the Contract.

**By signing a Contract, the Contractor certifies that all operational costs (except for the fuel provided by the district for route miles) for all vehicles are included in the Contract price provided on Schedule A for regular daily runs.** The Contract price payable for each vehicle used in providing services for regular daily runs under this Contract is detailed in Schedule A. The number of vehicles required under this Contract will vary. The cost of each vehicle will be determined by the type, year of the Contract and the cost per day specified for that type of vehicle as listed in Schedule A. **Under no circumstances is the Contractor authorized to charge overtime to the District for regular daily runs.**

**B. For other transportation:** Any services provided by the Contractor, other than the services described in Section 4.17, Paragraph A, shall be invoiced by the Contractor the month after such services have been provided to the District. The Contractor's invoice shall be in a format approved by the District. The District shall pay such invoice within thirty (30) days of the date of the invoice.

**C. Right to withhold payments:** The District may withhold payment for services if it determines, at its sole discretion, that such services do not meet the Contract requirements. Payments for such services shall not be made until the Contractor has made corrections which are acceptable to the Board.

- 4.18 Care of Equipment** – Proper vehicle maintenance is critical to the reliable performance of the Contract. The Contractor shall establish and maintain a vehicle maintenance schedule which will ensure the efficiency and safety of the vehicles used to provide transportation services. The Contractor will be expected to maintain buses as follows:

- Daily cleaning of the interior of all vehicles.
- Weekly washing of bus exterior, weather permitting.

- Daily inspection of all operational lights and braking devices.
- Daily inspection of tires with the prompt removal of defective or worn tires. Replacement tires shall comply with State regulations.
- Brake inspection including removal of wheels and drums every 4,000 miles, but no less than three (3) times each year.
- Complete vehicle inspection every 1,000 miles.

**4.19 Vehicle Inspections** - The Contractor shall have each vehicle inspected at least once per year by the Connecticut Motor Vehicle Department, unless Connecticut Motor Vehicle regulations require more frequent inspections. The Contractor shall notify the District when such inspections are scheduled so that the District may be represented. One (1) copy of each vehicle inspection report shall be filed with the District within seven (7) days of the completed inspection.

During the Contract period, the District will inspect the Contractor's vehicles and facilities at least twice per year. Vehicle inspections may include up to twenty-five percent (25%) of the Contractor's fleet assigned to provide transportation services to the District. Vehicles to be inspected shall be selected by the District. Inspection costs shall be paid by the Contractor. The District may recommend changes, repairs or improvements to the Contractor's fleet or facilities.

**4.20 Responsibility for Passengers** - The Contractor is fully responsible for the care and supervision of pupils during their transportation. Transportation of a pupil shall begin when the pupil enters the vehicle.

No passengers, other than District students, shall be permitted in any vehicle operating in school transportation service without the specific permission of a District official. The Contractor, upon request, shall furnish the District with the actual number of persons carried on any route, the actual time schedule of any route, and such other information as the District may request.

**4.21 Special Education Transportation** - If the Contractor is awarded the Contract for Special Education transportation, the Contractor shall provide vehicles that are properly equipped for special education transportation. Such vehicles shall be subject to the same Contract terms and conditions as other school transportation vehicles servicing the District. The compensation for Special Education transportation shall be in accordance with Schedule B.

Special requirements for personnel involved in special education transportation are found in Section 7.25 of this Specification.

**4.22 Athletic and Field Trips** - At the District's request, the Contractor shall provide buses for athletic or field trips or any other school transportation purpose upon sufficient notice. Such buses will be subject to the same Contract terms and conditions as other school transportation vehicles servicing the District. The compensation for such transportation during and after normal school hours shall be in accordance with Schedule E.

Costs shall include travel time only; no waiting time charges. Only properly licensed vehicles and drivers shall be used for transportation. The District reserves the right to award a separate Contract or to contract with other carriers to provide athletic and field trip transportation services. In no case shall the provision of such transportation services by the Contractor interfere with regular daily runs.

## **SECTION 5 - SPECIAL CONDITIONS**

- 5.1 Contract Agreement** - The Contractor agrees that neither this Contract nor any payments made hereunder shall be assigned in whole or in part without the prior written approval of the Board.
- 5.2 Disclaimer of Agency** - Neither the Contractor, nor any employees of the Contractor, in accordance with its status as an independent contractor, shall be construed, or represent themselves to be employees or agents of the East Hampton School District or the East Hampton Board of Education for any purpose whatsoever.
- 5.3 Use of Other Buses** – The District reserves the right, during the life of the contract, to use vehicles for school transportation, other than those furnished by the Contractor, which may be made available through the operation of a municipal transportation program or another private contractor.
- 5.4 Location of Storage, Maintenance and Fueling Facility** - The Contractor shall have a facility adequate for the storage, fueling and maintenance of all buses, vans and spare vehicles used for the provision of transportation services. The Contractor shall provide whatever information the District deems appropriate regarding its facilities; including, but not limited to the location, terms of lease, name of owner, age and square footage of the facilities.
- 5.5 Provision of Fuel** – As stated in Section 3.1, the District will furnish the Contractor, without charge, the fuel necessary for the performance of transportation services under the Contract. The amount of fuel furnished by the District shall not exceed the amount required for the performance of the Contract. Fuel purchases and route mileage will be reconciled quarterly (October 15, January 15, April 15, and July 15) with the Contractor and the District School Business Manager. The cost of excess gallons purchased will be deducted from the payment for the month of June’s transportation services. The following maximum fuel allowance calculations shall apply:
- One (1) gallon of diesel fuel for each five (5) route miles operated by buses exceeding twenty passenger capacity.
- One (1) gallon of diesel fuel for each ten (10) route miles operated by buses of 8 – 20 passenger capacity.
- One (1) gallon of gasoline for each twenty (20) route miles operated by vehicles of 7 or fewer passenger capacity.
- The District reserves the right to select the fuel supplier. Should the Contractor request and receive permission to utilize a different supplier or source, the District will not be responsible for any taxes associated with fuel costs or any incremental charges that would not be incurred by the Contractor, should the District’s designated fuel supplier be used.
- For the purposes of the calculation of allowable miles for the allocation of fuel, the regular daily runs Contract and the summer transportation runs Contract will be based on actual route miles, as determined by the District with the routes originating from the District’s office at 94 Main Street, East Hampton. **Fuel allocation for athletic and field trips will be based on the above fuel allowances for the size and type of vehicle utilized, from the point of departure to the point of return.**
- 5.6 Invalid Provisions** - If any Contract provision(s) is subsequently found to be illegal or invalid, all unlawful provisions shall be deemed stricken from the Contract. The remaining Contract



provisions shall not be affected thereby and shall remain in full force and effect.

- 5.7 Complete Contract** - This Contract and all Schedules and Exhibits attached thereto constitute the full and complete agreement of the parties and shall be binding upon their respective permitted successors and assigns. This Contract may be executed in two (2) or more counterparts, all of which together shall constitute one and the same instrument.
- 5.8 Laws and Regulations** - The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its conflicts of laws or principles, and shall be venued for all litigation, arbitration or mediation purposes in the County of Middlesex, in the State of Connecticut.
- 5.9 Waiver of Terms** - No failure by the Board or the District to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a default thereof, shall constitute a waiver of such default and shall not be deemed to be a waiver of a subsequent default of such term, covenant or condition.

## **SECTION 6 - EQUIPMENT**

- 6.1** All vehicles employed by the Contractor under the Contract shall comply in every regard to the following list of minimum equipment requirements but no less than Standard 17 of the United States Code and including all school bus safety requirements of the Federal Motor Vehicle Safety Standards (FMVSS).

Passenger Capacity for a standard school bus shall be 71 passengers. Smaller (14 to 16 passenger) buses shall have all passenger seats equipped with integrated child restraint seats for children 10-60 lb.

Body Requirements – School bus passenger seats, window frames, windows and glass, steel frame construction, flooring, inside and outside mirrors, running and compartment light doors, heaters, heater pads, vehicle warning lights, stop lights, tail lights, windshield wipers (air or electric) and washers, rub rails, reflectors, directional signals, safety cross mirrors, school bus paint, school bus lettering, hazard warning switch. Each vehicle shall fully conform with FMVSS requirements for school transportation vehicles.

All vehicles used in the provision of transportation shall not exceed ten (10) years old at any time during the school year. Vehicles shall be replaced on a rotating basis so that no more than twenty-five percent (25%) of the fleet will be more than seven (7) years old.

At least two (2) weeks prior to the start of each school year, the Contractor shall provide the District with an up-to-date fleet roster that contains descriptions of each vehicle to be used by the Contractor in the performance of its duties under the Contract, including:

Vehicle Fleet Number  
Year of manufacture  
Make of chassis  
Make of body  
Seating capacity  
VIN number

Each vehicle shall be numbered by the Contractor with a unique Fleet Number, and such numbers are to be clearly visible on the front, sides and rear of the vehicle.

All vehicles shall be fitted with permanent devices for displaying the route numbers, approved by the District, located in the forward-most passenger window on each side of the vehicle. Route numbers shall be prominently displayed on the buses, consistent with State regulations. All buses must be identified with signs reading "East Hampton Public Schools" located on both sides of the vehicle.

The Contractor shall update the Vehicle Roster over the course of the Contract, as new vehicles are purchased and older vehicles are retired. Updated vehicle rosters shall be submitted to the District's Transportation Coordinator. In the event that any vehicle needs to be permanently replaced in the course of the school year, it shall be replaced with a vehicle of the same size and type and of the same age or newer than the vehicle being replaced. The District and the Board shall be notified in advance of such vehicle replacements.

- 6.2 All buses shall be equipped with an automatic transmission, power steering, and a governor to control vehicle speed.
- 6.3 All 71-passenger buses shall be equipped with diesel engines. Bus engines shall meet the EPA's Emission Standards in effect at the time of the manufacture of the engine.

If, during the term of the Contract, the use of alternative fuel by school buses is mandated by the State, the Board and the Contractor shall make an effort to negotiate a mutually-agreeable adjustment to the Contract to cover the cost of alternative fuel. The mandated use of alternative-fuel vehicles may also affect the purchase of buses capable of accommodating the alternative fuel in specific contract years.

- 6.4 Each bus shall be equipped with a functioning tachometer or equivalent device which continuously records and displays vehicle speed and the time of day. Records produced by these devices shall be monitored **daily** by the Contractor and shall be available for inspection by the District at any time. Such records shall be kept on file by the Contractor for at least one (1) year from the end of the school year.
- 6.5 Each bus shall be equipped with a power-operated, swing-out type semaphore stop signal, octagonal in shape, equipped with red flashing lights and mounted on the left side of the bus. This device shall operate in coordination with the flashing warning lights.
- 6.6 Each vehicle shall be properly heated and ventilated and shall be equipped with an adequate first-aid kit and fire extinguisher. Modifications to originally installed seating shall not be made without prior District approval.
- 6.7 **All vehicles** shall be equipped with a digital video security camera system with GPS and on-board storage of images. GPS shall allow the location of each bus to be known and observed in real time by the Dispatcher. **By July 1, 2013 the Contractor shall coordinate a GPS interface with the District's routing software.** The camera system shall have a minimum of two (2) interior cameras on each 71-passenger bus. Storage capacity shall be a minimum of eighty (80) hours at 18 to 21 frames per second on all cameras simultaneously, with audio. On-bus hardware, including the storage media, shall be secured in its own locking cabinet, not accessible to either passengers or to the driver.

In an emergency situation, the system shall be capable of permitting the Dispatcher and authorized District personnel to view activity inside any bus in real-time.

Each Bidder shall provide detailed specifications of the digital video camera system installed on the vehicles with its Bid. Information shall include the system's manufacture, camera

specifications, image storage capacity, and other pertinent data. A schematic diagram showing camera placement and coverage areas shall also be provided with the Bid.

- 6.8 All vehicles shall be equipped with curved exterior mirrors (cross-over mirrors) so that the driver, while seated, can observe children walking in front of the bus.
- 6.9 Each vehicle shall be equipped with a cross-control gate.
- 6.10 Each vehicle shall be equipped with a two-way radio, for direct and continuous communication between the vehicles and the Dispatcher. Such radio equipment shall be of sufficient power for satisfactory communication within the District and surrounding area. All necessary authorization for the use of such equipment, including operating licenses, shall be obtained by the Contractor at its own expense. The Contractor shall provide adequate means of communication with the District in the event of an emergency situation.
- 6.11 No bus shall carry any commercial advertisements, nor shall any such advertising be distributed to passengers.
- 6.12 Employees of the District or the District's authorized agents shall have the right to inspect the Contractor's vehicles or equipment and their operation. The conduct of such inspection may be carried out in any reasonable manner, including riding the vehicles as a passenger.

The District may, with written notice, require the Contractor to discontinue use of any vehicle which it judges to be hazardous, mechanically defective or subject to frequent breakdown or delays. The Contractor shall immediately replace the designated vehicle with a similar vehicle that can fulfill the operational requirements of the Contract.

- 6.13 The Board has the right to add or delete vehicles at any time a need arises or ceases to exist.

## **SECTION 7 – PERSONNEL REQUIREMENTS**

- 7.1 The Contractor shall be required to have a comprehensive and fully-developed array of programs, policies and procedures that are appropriate for the business of transporting school children. Such programs, policies and procedures shall include, but not be limited to, the following:
  - A. A complete employee training and retraining program.
  - B. A comprehensive continuing safety and security program.
  - C. Policies and procedures related to the selection of drivers, bus monitors, mechanics, training and supervisory staff and other employees.
  - D. Policies regarding retraining and disciplinary measures administered to employees for various types of infractions and traffic violations.
  - E. Employee handbooks and driver/employee conduct guidelines.
  - F. A detailed Customer Service Policy & associated procedures that are applicable to drivers and managers involved with interaction with the school staff and parents.
  - G. Well-defined complaint procedures and problem resolution standards.

Bus drivers employed by the Contractor shall be properly tested and licensed in accordance with the requirements and laws of the State of Connecticut and the State Department of Motor Vehicles. Each driver shall be familiar with the District's Transportation Policies and Procedures. Each driver shall furnish, if requested, proof of good character that is satisfactory to the Board.

- 7.2 The Contractor shall perform background checks on drivers, as described in the Connecticut General Statutes, and the results of all such investigations shall be reported to the Board.
- 7.3 Each driver shall pass an annual physical examination in accordance with State requirements. In addition, each driver must submit to a drug test prior to driving for the Contractor.
- 7.4 The Contractor is responsible to ensure that all drivers are familiar with the locations and schedules of all schools as well as any special schedules (holidays, emergency closings, delayed opening, etc.) which may be in effect during the Contract term.
- 7.5 Prior to August 15 of each school year, the Contractor shall provide the District with a roster of drivers permanently assigned to the District's transportation services. The roster shall include the drivers' names, operator numbers, and driving assignments. The roster shall identify both full-time and part-time employees and spare drivers. No other drivers may be used to provide transportation services to the District without prior approval of the Board. Drivers shall be sufficient in number, and possess adequate training and experience to insure dependable and uninterrupted service. Any changes to the driver roster shall be reported to the District's Transportation Coordinator by the first day of the month in which the changes will become effective.
- 7.6 The District has the right to have the Contractor remove any driver or substitute driver from the roster. The Contractor shall remove the driver immediately and the driver shall no longer be involved in the District's transportation work. A driver may be barred from performing District work if the driver engages in any act which endangers the safety and welfare of a student or motorist, for unprofessional or uncooperative conduct, or failure to comply with District policies.
- 7.7 The Contractor shall maintain an office properly staffed and equipped so that communications, correspondence, dispatching of buses, handling of complaints, and other activities normally related to a program of pupil transportation can be handled efficiently and effectively. The Contractor shall provide a separate telephone number exclusively for communication with District officials. This dedicated telephone number will not be given out to the general public to assure emergency contacts between the District and the Contractor.

The Contractor shall provide e-mail service and staff e-mail addresses for communication by the District with both the Contractor's Dispatcher and other office personnel. The Contractor shall have access to the Internet and shall provide the necessary training to allow its employees to make the most effective use of this resource. The Contractor's e-mail accounts shall be checked regularly (a minimum of twice per school day). The Contractor shall ensure that the terminal has sufficient computer equipment to allow the use of common office (word processing and spreadsheet) programs.

- 7.8 The Contractor shall employ a qualified Terminal Manager to supervise the school transportation program and to ensure that it continually meets the Contract requirements. The Terminal Manager position shall not involve the driving of school buses. The Terminal Manager shall be available to the District at all times that buses are performing District work, and shall have regular work hours during the school hours of each day. The Terminal Manager's job duties are described in Section 4.9 of this specification.
- 7.9 The Contractor shall employ Dispatchers who shall be on duty during the normal operating hours between 5:30 AM and 4:30 PM. The Primary Dispatcher shall not serve as an assigned or scheduled bus route driver. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the District. The Dispatcher's job duties are described in Section 4.9 of this specification.

- 7.10** The Contractor shall employ mechanics who shall be on duty during the normal operating hours between 6:00 AM and 4:30 PM.
- 7.11** Drivers shall not leave a vehicle unattended at any time when children are on board.
- 7.12** Drivers shall not use tobacco products in any form when transporting students or at any other time while operating a vehicle contracted to the District.
- 7.13** Drivers shall be responsible to limit passengers only to those eligible to ride. Drivers shall not operate a bus carrying more students than its rated capacity.
- 7.14** Drivers shall be responsible for the conduct of students while they are being transported. Incidents requiring discipline shall be reported in writing to the proper school authorities in a timely manner using the forms and procedures designated by the District.
- 7.15** Drivers shall not transport students from other districts at the same time they are transporting East Hampton students without prior authorization by the District.
- 7.16** No driver shall put a pupil off a bus unless that pupil is putting the driver and other passengers in the greatest jeopardy of life.
- 7.17** The driver shall perform a thorough pre-check of the vehicle before each morning and afternoon route to determine that the brakes, horn, tires, steering apparatus, lights, mirrors, warning devices and all other equipment items are in good condition. A form approved by the State Motor Vehicle for such a pre-check shall be completed by the driver and turned in to the Dispatcher before leaving the garage facility. The Terminal 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 following the end of the school year. These records shall be available for review by the District upon request.
- 7.18** All costs related to driver training, retraining, and licensing shall be borne by the Contractor.
- 7.19** At any time during the course of the Contract, the District may review any of the programs, policies or procedures mentioned in Section 7.1.
- 7.20** In the event that any motor vehicle summons or warning is issued to the Contractor or to one of the Contractor's employees, or in the event that a Contractor's employee is arrested while the employee performing work under this Contract, such incident shall be immediately reported to the District. In addition, a full written report on the incident shall be delivered to the District on the next working day following the incident.
- 7.21** The Contractor shall provide sufficient spare drivers to assure contracted services are provided on an uninterrupted basis.
- 7.22** The Board is under no obligation to provide bus monitors, but should the Board authorize and provide bus monitors on specific routes, the Contractor shall make space available on each bus or van that the Board designates for a bus monitor to ride. The Contractor shall provide attendants as required for special education transportation services.
- 7.23** Bus drivers and attendants shall be required to wear a Company uniform shirt, provided by the Contractor, when on duty. Drivers and attendants shall present a clean, neat appearance when on duty.

## 7.24 Prohibited Practices

- A. Drivers shall not wear headphones while on duty.
- B. Use of tobacco products in any form is prohibited while transporting students or at any other time while operating a vehicle contracted to the District.
- C. Personal cell phone use is prohibited, but Contractor-owned cell phones may be used to enhance safety on regular routes and/or communication for field trips.  
Cell phone use is prohibited during the operation of a vehicle.
- D. Deviating from the routes and schedules as agreed upon by the Board is prohibited.
- E. Backing up buses on school property is prohibited.
- F. Drivers shall not be less than twenty-one (21) years of age.
- G. Except for the Contractor's name, no vehicle will carry commercial or political advertising.

## 7.25 **Requirements for Drivers and Attendants Providing Transportation for Special Education Programs**

Drivers and Attendants, as the direct service providers with hands-on responsibility, must operate special equipment, manage student behavior, administer health care (according to their qualifications), and serve as a seating specialist in positioning and securing adaptive and assistive devices and occupants.

**A. Selection and Retention of Transportation Staff** - There is a great deal of difference between the responsibilities of staff involved in transporting students with disabilities from those of staff who transport non-disabled students. Some staff feel more comfortable transporting one category of student than the other category of student. It is therefore essential that applicants for special education transportation staff positions fully understand the required duties and their implications. By eliminating applicants who are uncomfortable with performing the required services prior to hiring, it is hoped that staff retention for those hired will be relatively high. Staff retention is critical given the considerable investment associated with the extensive training required for special needs transportation personnel. Having staff with a continuing knowledge of the specific needs of individual students is a tremendous asset to the care of these students.

**B. Training Components** - Extensive training is required in the safe and effective performance of specific responsibilities associated with students with disabilities. The following are required training components for special education transportation staff.

- (1) Introduction to Special Education, including characteristics of disabling conditions, behavior strategies and plans, special accommodations and modifications and protecting and ensuring the confidentiality of student information and personal identifying information.
- (2) Legal issues, including discipline and disciplinary actions, federal and State law, administrative rules and District policy.
- (3) Operational policies, procedures and duties, including.
  - (a) Loading and unloading students.
  - (b) Pick-up/drop-off (Curb-to-curb and door-to-door).
  - (c) Emergency evacuation procedures.
  - (d) Lifting procedures.
  - (e) Student accountability and observations, including evidence of neglect and/or

abuse.

- (f) Post-trip inspection of vehicle interior for students or lost articles such as medicine.
- (g) Reporting procedures, report writing and record-keeping.
- (h) Lines of responsibility relative to one's role as an Educational Team Member.
- (i) Communication protocol with parents and school staff.
- (j) Blood-borne pathogens training and universal precautions and procedures, including the use of personal protective equipment.
- (k) Student behavior management, including:
  - i. Techniques for development of appropriate behavior.
  - ii. Techniques for the management and extinguishing of inappropriate behavior.
  - iii. Techniques and procedures for responding to unacceptable behavior.
  - iv. Procedures for dealing with inappropriate or unacceptable behavior that creates emergency conditions or poses a risk to health and safety.
  - v. Procedures for documenting and reporting inappropriate or unacceptable behavior.
  - vi. Techniques and procedures for the response to unacceptable behavior including the possession of weapons, illegal drugs and harassment.

**C. Special Equipment Use and Operation** - Transportation staff shall be fully trained in the variety of equipment items that are required to be part of the vehicles used for the transportation of Special Education students. Staff shall become familiar with the design and operation of such equipment, including inspection procedures and the making of field adjustments in case of equipment malfunction.

**D. Medical and Health Issues** - It may be necessary for transportation staff to provide routine or emergency health care to students during the transportation process. Additionally, transportation staff may be exposed to potentially debilitating or potentially fatal infectious or communicable diseases. All transportation staff, including drivers, attendants, mechanics, vehicle service personnel and supervisory staff shall be trained in universal precautions for the prevention of the spread of infectious and communicable diseases by body fluids, including available immunizations. Training shall include:

- (1) Characteristics of contagious and communicable diseases.
- (2) Disease management techniques.
- (3) Use of protective equipment and devices.

**E. Confidentiality** – Information provided to transportation staff to assist in the orderly and safe transportation of a student, including disability, medical/health issues or other personal characteristics or information, is protected by the provisions of the Family Educational Rights and Privacy Act (FERPA). Transportation staff shall undergo training regarding confidentiality requirements.





**SCHEDULE B**

**SPECIAL EDUCATION TRANSPORTATION**

**Name of Company:** \_\_\_\_\_

**Name of Proposal Preparer:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

In addition to the regular transportation Bid, please include prices to provide special education transportation for in-town and out-of-town routes for the following vehicle types:

	<u>2012-</u>	<u>2013-</u>	<u>2014-</u>	<u>2015-</u>	<u>2016-</u>
	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
1. 7-passenger Van					
Morning & Afternoon (per day)	_____	_____	_____	_____	_____
In-District	_____	_____	_____	_____	_____
Out-of-District	_____	_____	_____	_____	_____
2. 14 to 16-passenger Mini-bus					
Morning & Afternoon (per day)	_____	_____	_____	_____	_____
In-District	_____	_____	_____	_____	_____
Out-of-District	_____	_____	_____	_____	_____
Wheel Chair	_____	_____	_____	_____	_____

**SCHEDULE B (Continued)**

**SPECIAL EDUCATION TRANSPORTATION**

**OPTIONAL:**

	<u>2012-</u>	<u>2013-</u>	<u>2014-</u>	<u>2015-</u>	<u>2016-</u>
	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
3. 7-passenger Van Morning & Afternoon (per day)	_____	_____	_____	_____	_____
In-District	_____	_____	_____	_____	_____
Wheel Chair	_____	_____	_____	_____	_____
Out-of-District	_____	_____	_____	_____	_____
4. 14 to 16-passenger Mini-bus Morning & Afternoon (per day)	_____	_____	_____	_____	_____
In-District	_____	_____	_____	_____	_____
Out-of-District	_____	_____	_____	_____	_____



**SCHEDULE D**

**PLEASE COMPLETE THE FOLLOWING:**

1. Location of storage yard, maintenance facility and fueling facility from which proposed service to the East Hampton School District is to be provided:

Storage Yard: \_\_\_\_\_

Maintenance Facility: \_\_\_\_\_

Fueling Facility: \_\_\_\_\_

2. Provide the names of school districts and number of buses in use for each contract the firm now holds in the State of Connecticut:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Show distribution of personnel in the firm's present operation:

Officers \_\_\_\_\_, Operating Managers \_\_\_\_\_, School Bus Drivers \_\_\_\_\_,  
Mechanics \_\_\_\_\_, All Other Operating Personnel \_\_\_\_\_.

4. State the total number of years of uninterrupted service provided by the firm.

\_\_\_\_\_ Years.

**SCHEDULE E**

**PRICE FOR ATHLETIC AND SCHOOL FIELD TRIPS**

**Bidder shall provide a cost per mile for athletic and school field trips.**

	Cost Per Mile	Cost Per Hour
a. Year 1 (2012-2013)	\$ _____	\$ _____
b. Year 2 (2013-2014)	\$ _____	\$ _____
c. Year 3 (2014-2015)	\$ _____	\$ _____
d. Year 4 (2015-2016)	\$ _____	\$ _____
e. Year 5 (2016-2017)	\$ _____	\$ _____

**CONTRACTOR'S SAFETY PROGRAMS**

**SAFETY PROGRAM - DRIVERS**

It is imperative that all Bids include a formal safety program, conducted throughout the year to educate drivers as to new laws and procedures and to review current policies. Drivers shall attend a minimum of ten (10) one-hour paid safety meetings per school year.

Enclose documentation and provide a detailed account of the Safety Program provided to drivers.

---

---

---

**SAFETY PROGRAM - STUDENTS**

It is imperative that all Bids include a formal safety program to educate students regarding safe bus-riding procedures and proper bus-evacuation procedures.

Bidder shall enclose literature, or provide a detailed account of the Safety Program provided for students.

---

---

---

---

---

CERTIFICATION:

The Bidder has read and understood the Bid Documents, including all Schedules and Exhibits, which are Schedule A through Schedule G, and Exhibit 1, all attached hereto and made a part hereof, and the following addenda: \_\_\_\_\_, if any. (If none, state "None"), and the Bid conforms to the terms and conditions of the Bid Documents.

I hereby certify, as an officer of \_\_\_\_\_, that, as the Bidder submitting these Bid Documents, all of the information and material supplied to the Board as required by these Bid Documents is complete and true. As an officer of \_\_\_\_\_, I further understand that all Terms and Conditions of these Bid Documents shall be included in the Contract executed with the Board. I hereby further certify that:

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

I, as an officer of \_\_\_\_\_, further understand that any information that is found to be incomplete or false or, any attempt to mislead the Board is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Bid or the immediate termination of the Contract.

BID SUBMITTED BY

NAME OF COMPANY \_\_\_\_\_

TYPE OF ENTITY \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

OFFICER'S NAME \_\_\_\_\_ TITLE \_\_\_\_\_

OFFICER'S SIGNATURE \_\_\_\_\_

PHONE \_\_\_\_\_ DATE \_\_\_\_\_

**Business/Non-Instructional Operations**

**Transportation**

The Board of Education is responsible for the school transportation system. It is the aim of the Board to establish for the public schools the safest possible transportation system - one which will enable all qualified children of school age to attend school by school bus wherever transportation is reasonable and desirable. Bus transportation shall be for students only. Exceptions shall be made only with the approval of the Principal.

The transportation system shall be planned and operated in compliance with Connecticut General Statutes and all regulations of the State Department of Education and the State Department of Motor Vehicles regarding the operation of school buses.

When seats are available on the Vinal/Vo-ag bus, East Hampton residents attending Mercy or Xavier High Schools in Middletown, may be transported to and from those schools providing no other additional stops are made.

Legal Reference: Connecticut General Statutes

10-186 Duties of local and regional boards of education

10-220 Duties of boards of education

14-275 Equipment and color of school buses

14-275a Use of standard school bus required, when.

14-275b Transportation of handicapped students.

14-275c Regulations re school buses and motor vehicles used to transport special education students.

14-276a (c) Town/school district may require its school bus operators to have completed a safety training course.

14-280 Letters and signals to be concealed when not used in transporting children. Signs on other vehicles.

Policy adopted: June 26, 2006

EAST HAMPTON PUBLIC SCHOOLS  
East Hampton, Connecticut



## Business/Non-Instructional Operations

### Transportation

#### Walking Regulations

“Walking distance” means the linear measure of a prescribed or authorized pedestrian route between a point at the curb or edge of a public road or highway nearest the student’s residence and a point at the nearest allowable entrance to the school grounds.

Walking distance from the student’s residence to a bus stop is measured from the same point to the designated school bus stop.

The Board, in formulating rules on walking distance, shall make allowance for individual differences - including, but not limited to, the health and physical powers of the student, the terrain to be traversed, environmental hazards, the opening and closing of school hours with reference to daylight available during walking time, lines of sight, vegetation, and the statutes pertaining to children eligible for special education services.

Students are to walk up to one mile for grades kindergarten through grade three, up to one and one-half miles for grades four through eight, and up to two miles for grades nine through twelve.

The following general factors will be taken into account when judging cases involving possible undue or extreme hazard.

1. Exceptions to basic regulations will be considered from point of view of excessive or unusual hazard since “hazard” alone could apply to many normal conditions of pedestrian travel, such as crossing a street.
2. Pedestrian travel outside the central area is normally via existing roads. The lack of sidewalks does not of itself indicate extreme hazard.

Specific factors, whether existing separately or in combination which may justify special consideration are listed below. This does not imply that no others would be considered:

- a. **Age of Child** - The same judgment cannot be expected from a child of primary school age as from a student in middle or senior high school.
- b. **Conditions of the Area** - Particular hazards such as railroads, power lines, excessively wooded areas, etc. require special evaluation considering age of child.
- c. **Number of Children** - Areas which may not be considered of great hazard for a group of children may be judged so for a single child. Likewise, walking conditions suitable for a few children may not be considered sufficiently extensive to accommodate a large group of children.

## **Business/Non-Instructional Operations**

### **Transportation**

#### **Requests for Transportation**

Parent requests for transportation shall be evaluated in line with state law and the Board's transportation guidelines and regulations.

If such a request is administratively denied, parents of students have a right to a hearing before the Board and subsequent recourse to the State Board of Education, if they so desire.

Legal Reference: Connecticut General Statutes

10-76d re transportation for special education program services.

10-97 Transportation to vocational schools.

10-186 Duties of local and regional boards of education re school attendance. Hearings. Appeals to state board. Establishment of hearing board.

10-220 Duties of boards of education.

10-220c Transportation of children over private roads. Immunity from liability.

10-273a Reimbursement for transportation to and from elementary and secondary schools.

10-280a Transportation for students in non-profit private schools outside school district.

10-281 Transportation for students in non-profit private schools within school district.

14-275a Use of standard school bus required, when.

14-275b Transportation of handicapped students.

14-275c Regulations re school buses and motor vehicles used to transport special education students.

14-280 Letters and signals to be concealed when not used in transporting children. Signs on other vehicles.

Regulation approved: June 26, 2006

EAST HAMPTON PUBLIC SCHOOLS  
East Hampton, Connecticut

## **Business/Non-Instructional Operations**

### **Transportation**

#### **Routes and Services**

The Board of Education shall attempt to maintain transportation schedules which shall provide convenient and equal opportunity for all qualified students consistent with efficient and economical operations.

For students in grades kindergarten through grade five, every effort will be made to eliminate the necessity of students crossing Routes 16, 66, 151 and 196. In addition, safety is a primary factor in assigning bus stops at all grade levels.

#### **Individual Changes in Bus Routes**

All school buses have a definite approved seating and standing capacity which cannot be exceeded legally. Since these buses are scheduled to make best use of the stated capacity, it shall be the policy of the school district that all students who are transported ride to and from school only on buses to which they are assigned. Exceptions will be made only when necessary to implement the educational program of the student or when arranged in accord with this policy. These exceptions must be approved by the Superintendent or his/her designee. Bus assignment changes will not be approved for such purposes as overnight visits, birthday parties, pajama parties, etc. Bus drivers are instructed to refuse transportation to any student who is not a regular passenger unless the student has received prior approval from the building principal.

With the number of requests received to accommodate child care/baby-sitting, the Board has set the following priorities and established procedures to ensure the safety of the children it transports and the reasonableness of its transportation operation:

A. Continuing East Hampton Residents and new students registered before July 1.

If a parent wishes to request that a child be picked up or dropped off at a location other than his/her home to accommodate child care/baby-sitting needs, such a request must be submitted in writing on forms available in the school offices by July 1 prior to the ensuing school year for children in grades 1-6 and within 30 days of notification of kindergarten session placement (a.m. or p.m.) for children in kindergarten. Requests may be granted under the following circumstances:

1. The request is for a period of one school year. One request change will be granted each school year.

## **Business/Non-Instructional Operations**

### **Transportation**

#### **Routes and Services (continued)**

2. Transportation will only be provided in the a.m. or p.m. or both a.m. and p.m. to the same location for the entire week. Children will be able to leave their normal bus at an alternative designated stop provided the child's parent or guardian submits a written request to the school upon the child's arrival to school.
  3. There is available school bus space.
  4. In the judgment of the administration, the bus schedule will not be disrupted in terms of travel time or distance.
- B. New students registering after July 1 requests may be granted if requirements of Section A are met.
- C. If there is not available school bus space on existing routes to meet all requests, requests will be granted to the limits of available space in the order received.
- D. The building administration will notify all parents of this policy prior to the close of each school year. New parents will be informed at the time they register students.

Legal Reference: Connecticut General Statutes

10-97 Transportation to vocational schools.

10-186 Duties of local and regional boards of education re school attendance.

10-220 Duties of boards of education.

10-220c Transportation of children over private roads.

10-233a and 10-233c Suspension of students.

Policy adopted: June 26, 2006

EAST HAMPTON PUBLIC SCHOOLS  
East Hampton, Connecticut

## **Business/Non-Instructional Operations**

### **Routes and Services/Transportation**

#### **Video Cameras on School Transportation**

**1. Policy:**

Video cameras may be installed on school buses operated by the East Hampton Board of Education or its transportation contractor. The operation of the cameras must be the type initiated by the ignition switch and not controlled in any way by the vehicle driver. All video tapes will remain in the custody of the transportation provider. The use of video cameras is primarily intended to be an extension of the disciplinary procedures employed by school administrators and for driver/student training purposes. Video tapes may be used to supplement or support the investigation of disciplinary infractions.

**2. Procedures:**

- A. Camera installation/distribution:** Video system hardware and black boxes should be installed on all buses operated by the transportation provider. The actual number of cameras employed will be at the joint discretion of the Board and the transportation provider. The cameras will normally be rotated between the vehicles on a random daily basis, however, a school administrator or the transportation provider may request surveillance of a particular vehicle for a longer duration. Neither the vehicle operators or the students should have knowledge of which vehicles have cameras installed.
- B. Video tape custody:** Video tapes will be retained by the transportation provider for twenty (20) working days. After twenty working days, the tapes will be reused in the video equipment on the vehicles. If an administrator needs to view a tape, he/she must request the tape within twenty (20) working days of the time the incident occurred. A SCHOOL ADMINISTRATOR IS THE ONLY PARTY THAT MAY REQUEST TAPES FROM THE TRANSPORTATION PROVIDER FOR VIEWING PURPOSES.
- C. Video tape retention:** If a school administrator determines that a tape should be kept for evidence, the tape should be retained permanently by the school administrator and not returned to the transportation provider.
- D. Confidentiality:** Every effort must be made to preserve the confidential nature of video surveillance and the rights of students and vehicle operators.

**Business/Non-Instructional Operations**

**Routes and Services/Transportation (continued)**

Legal Reference: Connecticut General Statutes

10-97 Transportation to vocational schools.

10-186 Duties of local and regional boards of education re school attendance.

10-220 Duties of boards of education.

10-220c Transportation of children over private roads.

10-233a and 10-233c Suspension of students.

Policy adopted: June 26, 2006

EAST HAMPTON PUBLIC SCHOOLS  
East Hampton, Connecticut

## **Business/Non-Instructional Operations**

### **Bus Driver Safety/Procedures for Emergencies During Field Trips**

#### **Bus Driver Safety**

When a complaint is received from a bus driver concerning a discipline problem, the following procedure shall be utilized:

1. The administrator shall discuss the problem with the student. At that time a review of proper behavior will be discussed and a reminder given concerning the consequences of repeated acts.
2. Should a second complaint be made, the administrator will again discuss the situation with the student. At that time the parents will be notified of the problem and informed that continued misbehavior will result in a suspension of bus privileges.
3. A third complaint will result in a discussion with the administrator, notification of parents and suspension of bus privileges. Transportation during the period of suspension shall be the responsibility of the parents.

In cases where the offense is of such gravity as to endanger the safety and well being of other occupants of the bus, the above procedure may be disregarded and immediate suspension be invoked. In all cases due process procedures shall be followed as described in Policy 5114.

Information concerning this policy shall be given to students, parents and bus drivers early in each school year.

#### **Procedures for Emergencies During Field Trips**

Students going on a school sponsored or otherwise school approved trip must not leave the group and must return with the group, with the following exceptions:

1. In an emergency, under the direction of the teacher sponsoring the trip.
2. A student may leave the group to return home with his/her parent or legal guardian. By prior written arrangement a designee of the parent may pick-up the student. (i.e., no student is to leave the group to meet a parent elsewhere).

Any bus must carry on it an adult, authorized by the Principal, to be responsible for supervision of student passengers.

No automobile use for the transportation of students to a school-sponsored activity shall be overloaded; and everyone should have a seat belt available in the car.

## **Business/Non-Instructional Operations**

### **Transportation (continued)**

#### **Bus Drills**

Orderly and rapid evacuation of a school bus in an emergency may prevent injury or death of students.

1. The bus contractor shall be responsible for seeing that each bus driver instruct students regarding safe evacuation of the bus in an emergency. This shall include instruction on the use of both doors or windows if appropriate.
2. Bus contractors working with school principals shall establish a calendar for providing drills.
3. A drill shall be held during the first eight (8) days of the school year.
4. A second drill shall be conducted during the month of October.
5. A third drill shall be conducted between March 15 and April 15.

(cf. 5114 - Suspension/Expulsion)

(cf. 5131.1 - Bus Conduct)

Policy adopted: June 26, 2006

EAST HAMPTON PUBLIC SCHOOLS  
East Hampton, Connecticut



## **Business/Non-Instructional Operations**

### **Transportation**

#### **Procedures for Safety/Accidents**

An up-to-date list of children on each bus will be kept on file in the school office, with the bus company, on the bus, and in the Superintendent's office.

#### **Accidents**

In case of an accident involving a school bus, the following procedures shall apply:

1. Bus driver shall secure necessary medical attention for injured students as soon as possible, contact the police to report the accident, and shall, by using whatever means available, notify the bus company of the accident.
2. Bus company personnel shall, in turn, notify the school principal or school secretary and the Superintendent of Schools, or his/her designee.
3. The principal shall be responsible for the following actions as appropriate:
  - a. Children will be checked against the bus list and absentees verified.
  - b. Each child's parent or guardian will be called by the school, notifying them of the accident.
  - c. Should a parent or guardian not be reached and the child complains of injury after emergency first aid has been administered, the school may call a physician to examine the child.
4. Complete the Bus Accident Card

In case of serious personal injury the bus driver should communicate by two-way radio or give the bus accident card to an available adult, or one or two responsible students, and direct the person(s) to the nearest phone. Kindergarten students are not to leave the bus for any reason.

The bus driver should begin to take attendance; when the Principal arrives, he/she shall verify the bus list with the daily absentee list. NOTE: No student other than those sent to get assistance should leave the scene of the accident until so directed by the police or the Principal. Any student who leaves the scene of an accident without permission will be reported to the school administration who will notify the student's parents.

When the police or emergency medical assistance arrives, they should assume responsibility for managing the accident.

The bus driver shall not leave the scene of the accident under any circumstances.

## **Business/Non-Instructional Operations**

### **Transportation**

#### **Procedures for Safety/Accidents (continued)**

5. Responsibilities of Director of Curriculum and Administrative Services

The Director of Curriculum and Administrative Services will provide copies of the school bus accident policy and regulations and the bus accident cards to all drivers to ensure that the proper cards and an updated attendance roster are on each bus.

6. Responsibilities of the Principal:

After arriving on the scene, the Principal shall be responsible for the following:

- a. Children will be checked against the bus list and absentees verified.
- b. Children with special health problems will be examined by the Principal and/or the emergency medical team.
- c. Each child's parent or guardian will be called by the school, notifying them of the accident.
- d. Should a parent or guardian not be reached and the child complains of injury after emergency first aid has been administered, the school may call a physician to examine the child.
- e. If available, a school nurse will accompany the Principal to the scene of the accident.
- f. The school secretary or another staff member will remain at the Principal's office for a reasonable amount of time to answer parent questions and to coordinate actions directed by the Principal.

Regulation approved:

June 26, 2006

EAST HAMPTON PUBLIC SCHOOLS  
East Hampton, Connecticut

