

**CITY OF NORWICH
INVITATION TO BID**

BID NO. 7152

**School Transportation Services
Norwich Public Schools**

Sealed bids will be received at the Office of the Purchasing Agent, City of Norwich, City Hall Building, Norwich, Connecticut until 2:00 p.m. Prevailing time, **Thursday, February 5, 2009** and will be publicly opened and read at 2:00 p.m. in the Finance Office. There will be a **MANDATORY** pre-bid conference at 10:00 A.M., January 28, 2009, at The N.P.S. Administrative Office, 90 Town Street, Norwich, CT 06360

Specifications and information for bidders may be obtained at the Office of the Purchasing Agent, City Hall Building.

**BID SURETY IN THE FORM OF A CERTIFIED CHECK OR BOND IN THE
AMOUNT OF 5% OF SUCH BID IS REQUIRED.**

Bidder is to submit bid on the attached forms and in the manner requested. Bids must be deposited with the Purchasing Agent before closing time. Bids transmitted by facsimile will not be accepted.

The right is reserved to reject any or all, or any part of any or all bids when such action is deemed in the best interest of the City.

All Bids received must be in a sealed envelope. Each envelope is to be marked on the front with bid number and the bidder's name. All final awards of bid subject to comply with **Ordinance # 1235, adopted 12/3/91.**



WILLIAM BLOCK
PURCHASING AGENT

City of Norwich, Connecticut

BID NO. 7152

DATE: January 9, 2009

**BID FORM MUST BE
SUBMITTED IN DUPLICATE**

REQUEST FOR PRICES QUOTATION ONLY

Please return on or before:
Thursday, February 5, 2009

2:00 p.m. prevailing time

THIS IS NOT AN ORDER

Item NO.	QTY	DESCRIPTION	Unit	Total
		<p align="center">School Transportation Services Norwich Public Schools</p> <p>Furnish and deliver regular education Transportation services in accordance with the following specifications, conditions, and regulations.</p> <p>See bid forms, PP 30-43</p>		

1. All quotations should be returned to the City Purchasing Agent, City Hall Building, Union Square, Norwich, Connecticut 06360.
2. The right is reserved to reject any or all quotations, and unless specified by the vendor, to accept any item in the quotation.
3. Quotations should be on requested items only. If for any reason a vendor substitutes one item for another, he must so indicate on his quotation.
4. TAXES - Purchases made by the City of Norwich are exempt from the payment of Federal Excise Taxes, and the Connecticut Sales Tax, and such taxes must not be included in bid prices.

PLEASE SPECIFY:

Delivery Date: _____

Terms: _____

Firm Name: _____

Signature: _____

Date: _____

City of Norwich
Division of Purchasing
Union Square
Norwich, CT 06360

Signed W. J. Black

NORWICH PUBLIC SCHOOLS
NORWICH, CONNECTICUT

INVITATION TO BID
TO PROVIDE
SCHOOL TRANSPORTATION SERVICES
Bid # 7152

School Year 2009-2010 to 2012-2013

- OPTION I ALL NEW VEHICLES REQUIRED/FIVE-YEAR CONTRACT
- OPTION II A COMBINATION OF NEW AND USED VEHICLES
 REQUIRED/FIVE YEAR CONTRACT

TWO (2) COMPLETED COPIES OF ALL BIDS MUST BE RECEIVED IN THE FINANCE OFFICE OF THE CITY OF NORWICH BY 2:00 P.M. ON THURSDAY, FEBRUARY 5, 2009.

PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED.

December 3, 2008

IMPORTANT

The enclosed contract specifications are based on the existing transportation needs of the public, private, parochial, magnet and vocational technical schools whose transportation needs are provided by the City of Norwich. The equipment required to service this contract proposes the minimum seating requirements that the Board of Education will consider and does not prevent submission of bids, which provide for the use of a greater proportion of seating capacity.

Background

Educational programs are provided to students depending upon their individual needs and in accordance with state and federal statutes and Board of Education policies. Norwich meets those needs through programs within each of our schools when available and appropriate. Due to the unique needs of some students, use is made of other school system's programs or private programs in In-District & Out-of-District settings. Also, other agencies besides the local school system, such as the Department of Children and Families, the Department of Mental Retardation, or the courts can place children in programs.

Objective

The Norwich Board of Education is soliciting bids to secure a transportation company to furnish and operate, at their own expense, vehicles for the transportation of children to and from several institutions and schools for regular education programs.

Bidders are to address all aspects of these specifications, as they will become an integral part of the contract that the Board enters into with the awarded transportation company.

I. GENERAL PROCEDURES

- A. Sealed, typewritten bids submitted in duplicate will be accepted at the Finance Office, City Hall, Norwich, Connecticut until 2:00 P.M. on Thursday, February 5, 2009.
Mandatory Pre-Bid Meeting is scheduled for 10:00 a.m. on January 28, 2009, at Norwich Public Schools Administrative Offices, 90 Town Street, Norwich, CT.
- B. Envelopes containing bids must be clearly marked "Transportation Bid No. 7152" and must be directed to the Purchasing Agent, City Hall, Norwich, Connecticut 06360.
- C. All bids must be signed by the bidder or, if the bidder is a corporation, by an officer of the corporation.
- D. The City of Norwich and the Norwich Board of Education reserve the right (a) to reject any and all bids, in whole or in part, (b) to increase or decrease quantities, (c) to make partial awards, (d) to waive any irregularity, (e) to award or reject a bid on the basis of previous performance, reputation or experience, (f) to make an award in the best interest of the City of Norwich and the Norwich Board of Education.
- E. The City of Norwich and the Norwich Board of Education reserve the right to amend and/or cancel this request for bids prior to the time of bid opening and to withdraw any award made as a result of clerical error.
- F. The City of Norwich and the Norwich Board of Education require the successful bidder to maintain and use two (2) City-owned Natural Gas Vehicles in the fleet assigned to Norwich.

- G. All bidders are required to request any additional information from the Norwich Board of Education Assistant to the Superintendent for Administrative Services, telephone (860) 823-4247.
- H. The successful bidder will, within thirty (30) days after written notice of acceptance, enter into a written contract with, in a form satisfactory to, the Board of Education and the City of Norwich, and will file within ten (10) days after such written notice of acceptance the policy of insurance and the surety bonds required.
- I. As a condition of the award, the successful bidder (hereinafter, the "contractor") hereby authorizes the City of Norwich to set off against monies payable hereunder by the City of Norwich to the contractor an amount equal to any unpaid real and personal property taxes and special assessments (the collection of which is not barred by the Statute of Limitations) owed by the contractor to the City of Norwich, including all interest and lien(s) charged in connection with such unpaid taxes.
- J. All vehicles shall be painted and identified according to applicable laws and regulations. If such laws change during the course of the contract period, any expense resulting there from shall be borne by the transportation company.
- K. Transportation Company will abide by all Norwich Public Schools discipline policies regarding riding a school vehicle.
- L. Successful bidder must demonstrate proof that they own or lease a facility within the city limits providing parking for 100 vehicles, office for management staff, and maintenance of vehicles, with at least a 5 bay garage. Facility must be paved, lighted, and secured with fence. Bidder must identify address of location of this facility with the bid, and Board reserves right to inspect such property before awarding bid.
- M. Successful bidder must have experience operating full service (regular education) school bus operation of at least 45 vehicles for a school district, providing 3

references from 3 separate school systems. Also, bidder must have at least 10 years experience operating school buses in the State of Connecticut.

II. SECURITY OF PERFORMANCE

- A. The contractor will be required to furnish at its own expense a surety performance and payment bond, that must be renewed each succeeding year of the contract, in a form satisfactory to the Board of Education conditioned upon the faithful and continuous performance by the contractor of all terms and conditions of the contract. THE BOND MUST BE EQUAL TO TWENTY-FIVE PERCENT (25%) OF THE PROPOSED CONTRACT AMOUNT FOR FIVE (5) YEARS.
- B. AT THE TIME OF THE SUBMISSION OF A BID, EACH CONTRACTOR MUST SUBMIT EVIDENCE FROM A BONDING COMPANY INDICATING THAT A PERFORMANCE AND PAYMENT BOND CAN BE OBTAINED, AND THAT IT WILL BE ISSUED BY A COMPANY AUTHORIZED TO DO BUSINESS WITHIN THE STATE OF CONNECTICUT.
- C. The contract shall provide that if, at any time, the contractor is not, in the opinion of the Board of Education, satisfactorily fulfilling the conditions and obligations of the contract, and prior warnings of the deficiencies have been issued by certified mail, the Board of Education may terminate such contract by giving ten (10) days' written notice to the contractor and employ another contractor. The surety shall be held responsible for any extra or added expense, loss or damage suffered by the City of Norwich and/or Board of Education in carrying out said contract.

III. INSURANCE

The Bus Contractor shall secure and maintain in force for the full term of this agreement worker's compensation insurance, employer's liability insurance, public (general) liability insurance, automobile liability insurance and excess (umbrella) liability insurance from an insurance company (s) licensed to do business in the State of Connecticut, and which has an A.M. Best Company rating of A/X or better. Provided such carrier(s) is not available, the Contractor will advise NPS, City of Norwich and Board of Education (referred to as NPS) of this at least 60 days in advance and will be permitted to purchase this insurance from an alternate carrier subject to the approval of NPS, which approval will not be unreasonably withheld.

A. Workers Compensation

- a. Worker's Compensation insurance policy, which complies with the Worker's Compensation Law of Connecticut;
- b. Employer's Liability Insurance with the following minimum limits of liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Accident - \$100,000 each employee

B. Comprehensive General Liability (CGL)

- a. The CGL Insurance shall be written with a Comprehensive Form and include without limitation the following: (i) premises-operations; (ii) completed operations; (iii) contractual insurance specifically applying to the provisions of this agreement; (iv) independent contractors; (v) personal injury; (vi) broad form comprehensive general liability endorsement.
- b. The limits of the CGL insurance shall be:

Bodily Injury/Property damage each occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Personal/advertising injury each occurrence:	\$1,000,000

C. Automobile Liability

- a. The automobile liability coverage shall be written on a Comprehensive form and include coverage for all owned, hired and non-owned vehicles.
- b. Coverage shall include liability for bodily injury and property damage resulting from the ownership, maintenance, or use of any such vehicle by the contractor, its agents or employees
- c. The limits of insurance coverage shall be:

Combined Single Limit (each occurrence):	\$1,000,000
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D. Excess (umbrella) Liability

- a. The Excess (umbrella) Liability Coverage will be at least as broad as the underlying employer's liability, Comprehensive General Liability, and Automobile Liability policies.
- b. The limits of insurance coverage shall be:

Combined Single Limit (each occurrence):	\$9,000,000
Annual Aggregate:	\$9,000,000

A certificate of such insurance naming NPS as additional insured for comprehensive general liability, automobile liability, and excess (umbrella) liability and containing a provision requiring written notice to NPS thirty (30) days in advance of cancellation shall be filed in the office of NPS upon contract execution and thereafter prior to September 1st of each contract year.

- E. The contractor shall hold the City of Norwich and the Board of Education harmless against any and all other claims, expenses, loss or liability whatsoever arising out of or incidental thereto in connection with its operations, activities or omissions, or those of its employees and agents in furnishing the services provided herein. Each policy of insurance shall contain a waiver of subrogation in favor of NPS.

The City of Norwich, the Board of Education and the contractor shall not be liable for the loss of personal or real property or the loss of use thereof caused by perils covered by insurance.

- F. All insurance policies and performance and payment bonds shall be issued by approved companies authorized to do business in the State of Connecticut and shall be in a form satisfactory to the City Corporation Counsel. The Board of Education and the City of Norwich reserve the right to make direct inquiry to the insurer or surety for information to such insurance or bond, and the contractor shall agree to assist, if necessary, in obtaining such information.
- G. No contract will be offered or signed until a satisfactory performance and payment bond and the insurance policy are delivered and received by the City of Norwich.
- H. Contractors must provide evidence that insurance in the required amounts can be obtained.
- I. Each contractor must supply a corporate resolution with proposal(s) declaring that the firm is an equal opportunity employer and that it does not discriminate. Such resolution must include assurances that:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed or religion, sex, sexual orientation, national origin, age, disability, or marital status. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - b. The contractor will, in its solicitation for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed or religion, sex, sexual orientation, national origin, age, disability, or marital status.
 - c. The contractor agrees to cooperate fully with the City of Norwich and/or any of its agencies to insure that the purpose of this equal opportunity clause is being carried out.

- d. The contractor agrees to post a notice of this acceptance of the foregoing equal employment opportunity provisions at its place of business, clearly visible, in such form as is satisfactory to the City of Norwich.

- J. The contractor shall not be liable for non-performance of service required under this agreement whereby non-performance is caused by an act of god, public enemies, authority of law, perils of navigation, riots, and acts of war. During any period of non-performance, Norwich Public Schools shall not be liable to the Contractor for any payments under this agreement. Furthermore, Norwich Public Schools shall have the right to make alternative transportation arrangements.

**CONTRACT
SPECIFICATIONS**

I. SCOPE OF THE WORK AND PERIOD OF CONTRACTUAL RESPONSIBILITY

- A. The contract to be awarded will require the contractor to furnish all transportation service including vehicles, operators, equipment, and other services required to transport all students authorized by the Board of Education to and from the public, private, parochial, magnet and vocational technical schools whose transportation needs are served by the City of Norwich and which are listed on Attachment I hereto, including pre-school, kindergarten, elementary, middle, and high school students and also including late buses, as listed on the bid forms.

OPTION I - Provides for transportation services for July 1, 2009 through June 30, 2013 for all students attending public, private, parochial, magnet and vocational technical schools and using new vehicles.

OPTION II - Provides for transportation services for July 1, 2009 through June 30, 2013 for all students attending public, private, parochial, magnet and vocational technical schools and using used vehicles. The intent is to have vehicles with an average age of seven years not to exceed ten years.

- B. Under ALL OPTIONS, the Board of Education shall have the option to renew the proposed five-year contract for an additional one, two, three, four or five years, each year separately, provided that written notice thereof is sent to the contractor not later than the first day of April prior to the opening of the next school year.
- C. The contractor shall furnish a sufficient number of buses to insure seats for all passengers at all times. Standees or overloading of the buses shall not be permitted at any time. The estimated number of eligible student riders for 2009/2010 is approximately 7,000.

- D. After conferring with the Superintendent of Schools, or her designee, the contractor will submit by AUGUST 20th OF EACH YEAR, its proposed bus routes, estimated bus loads and schedules for the coming year. If the contractor fails to comply with this provision, the contractor shall pay a penalty of \$500 per day to the Norwich Public Schools.
- E. During the term of the contract, the Board of Education may, from time to time, revise the trips and increase or decrease the mileage thereof, and may increase or decrease the number of trips. The Board of Education requires the contractor to use computerized bus scheduling. Depending on the successful bidder, routing needs to be up and running by April 1st and routes are required to be completed by August 20th of the upcoming school year.
- F. In the event that the Board of Education considers that additional trips, routes, or buses are necessary, it may require the contractor upon seven (7) days' written notice to furnish buses for such additional routes and the rate then to be paid for the buses shall be the amount per bus per day as set forth in the contractor's bid. In the event that the required number of buses is reduced, the Board of Education shall receive, as a credit, such amount per day, per bus as set forth in the contractor's bid.

II. EQUIPMENT

A. OPTION I - NEW VEHICLES REQUIRED

Bids submitted for OPTION I - will require that all vehicles are transit school buses and shall have a chassis date of 2009, or later.

VEHICLES REQUIRED

- Projecting 45 Transit Style Regular Education 71-72 passenger vehicles with a chassis date of 2009 or newer.

B. OPTION II - USED VEHICLES REQUIRED

Bids submitted for OPTION II - will require that all vehicles have a chassis date of 1999 or later with a fleet average age of seven years.

NOTE: NO VEHICLE WILL EXCEED TEN YEARS OF AGE FOR THE LIFE OF THE CONTRACT.

VEHICLES REQUIRED

- Projecting 45 Transit Style Regular Education 71-72 passenger vehicles with a chassis date of 1999 or newer.

FOR ALL OPTIONS

The Board of Education reserves the right to confirm that the vehicles meet the specifications on a yearly basis.

NOTE: For Grades Seven through Twelve capacities will be not greater than forty-eight (48) students.

- C. All vehicles contracted under bids for OPTION I, and OPTION II, must conform to current laws, rules, regulations, policies and standards of the federal government, the State of Connecticut and the Connecticut Department of Motor Vehicles and the Board of Education and the City of Norwich.
- D. In addition to what is specified by the agencies listed above, all vehicles must be equipped with the following along with options listed on Attachment II:
1. All 71-72 Passenger Transit Style buses will be diesel powered with a front-engine or the approved equivalent with an acceptable provision for cold weather starting.

2. All vehicles will be equipped with automatic transmissions and power steering.
3. EMERGENCY "PUSH OUT" WINDOWS - At least two on each side of bus.
4. Two Way Radio - To be installed in all vehicles including spares. If any vehicle is not equipped with an operating two-way radio the contractor shall pay a penalty of fifty dollars (\$50.00) to the Norwich Public Schools per occurrence per day.

A BASE STATION RADIO FREQUENCY SEPARATE FROM THAT OF THE CITY OF NORWICH will be required of all contractors. The base station frequency shall be a frequency, which can and may be monitored by the Board of Education. The contractor shall obtain all necessary licenses. The contractor shall provide FCC license number and frequency.

5. All vehicles while transporting Norwich Public School children shall have prominent identification thereon-indicating "Norwich Public Schools."
6. 28" SIDE EMERGENCY DOOR - Single-point bar lock with recessed outside handle. Laminated glass.
7. Roof Emergency Hatch/Vent
8. Center Mounted Fuel Tanks
9. Child Check Mate System
10. Automatic Chain Dropping System
11. Air Brake Equipped with Air Dryers and Automatic Slack Adjuster
12. White Roof
13. Digital Camera's with removable hard drives with three-camera system
14. All car seats, harnesses, seatbelts, etc. to be provided by the contractor

- E. The buses shall be maintained in first class repair and working order and in clean and sanitary condition and shall be adequately heated and shall have sufficient power to operate in accordance with the schedule of the Board of Education under reasonably foreseeable circumstances. The operator shall inspect the bus each morning and complete and sign a School Bus Driver's Daily Inspection Report In Accordance with Connecticut Department of Motor Vehicle Regulations.

Also, the maintenance and inspection program shall be extended to include maintenance of the integrity of the exhaust system and the passenger compartment. All vehicles must be equipped with fire extinguishers. Tires on all vehicles shall meet Connecticut State Motor Vehicle Department requirements, and the MINIMUM tread allowed shall be 3/32 OF AN INCH at the lowest point. No retread tires will be used on the front wheels of any contract vehicle.

- F. The contractor shall establish a regular inspection program of all bus equipment and shall keep written records showing regular mileage inspections and periodic inspections so that the Board of Education or its agent may, at any time, request the written record of the inspection made by the contractor. Such records will include a specific statement concerning the mechanical condition of each individual bus and shall be on a form provided by the contractor and approved by the Board of Education. The inspection program shall be made not less frequently than every 3,000 miles of operation or not less than once a month, whichever is more frequent.
- G. At any time during the contract, the Board of Education or its agent shall have the right to conduct inspections of the contractor's equipment and personnel and to make recommendations concerning changes, repairs or additions to the mechanical equipment of the contractor. It shall be the responsibility of the contractor to carry out these recommendations within the reasonable time period designated by the Board of Education.

- H. The Board of Education, or its agent, may, on written notice, require the contractor to immediately discontinue the use of any bus which the Board of Education judges to be hazardous, mechanically defective or subject to frequent breakdowns or delays. In the event that the discontinuance of any bus shall be ordered, the contractor shall forthwith replace said bus with another bus, which is capable of fulfilling the requirements of the contract and the schedule. If the contractor fails to comply with this provision, the contractor shall pay a penalty to the Norwich Public Schools of the cost per bus/per day for each bus in question for each day of non-compliance.
- I. The contractor shall submit annually, no later than August 15th, a complete list of buses to be used with the contract on the form attached hereto as Attachment III, and all details required thereon must be completed. No equipment other than that listed shall be used in the performance of the contract without prior notice to and approval by the Superintendent of Schools or a designee.
- J. All vehicles shall be fitted with a device approved by the Board of Education in the foremost passenger windows on each side of the vehicle which will allow the vehicles to be identified by route number designated by the Board of Education.
- K. All vehicles used hereunder must be stored, registered and taxed in the City of Norwich.
- L. The contractor shall assume full responsibility for all repairs to buses caused by vandalism. The school district will cooperate with the contractor in investigations to identify the vandals.

III. PERSONNEL

- A. The contractor shall take the highest degree of care in recruiting and selecting drivers. All possible steps in screening should be taken to assure that the children of the school district are being transported by safe and responsible drivers.

The City of Norwich and the Board of Education, and its agents, reserve the right to review all personnel records and inspect all personnel used in the performance of this contract and to reject a driver.

- B. In the event that any bus driver demonstrates unsatisfactory performance, the Board of Education shall have the right to require the contractor to replace the driver immediately after notification. The driver shall not thereafter be reinstated without approval of the Board of Education or its agent.
- C. All drivers selected by the contractor must have a current CDL-B with S and P endorsements license in compliance with state law, be of excellent character and morals, and have held a valid driver's license for at least five (5) years. Once a week the contractor will provide the BOE or its representative, with a printout of suspended endorsements.
- D. Drivers shall submit to a complete DOT physical examination required by law.
- E. The contractor shall assign a driver permanently to each route and, except in cases of emergency, the assigned driver may be changed only with the consent of the Board of Education or its agent, which consent shall not be unreasonably withheld. Each driver must become thoroughly familiar with assigned runs prior to actually transporting students.
- F. The contractor shall provide, at its expense, at least one full-time manager, who residence needs to be approved by the Board of Education, one full time certified safety instructor, two full-time dispatcher, and one employee to supervise the A.M./P.M. transfer of parochial students.
Prior to the contractor's hiring of individuals for these supervisory positions, the contractor shall submit the name(s) of the individual applicant(s) to the Board of Education, which reserves the right to reject any applicant prior to actual employment within ten (10) days of the contractor's submission of applicant names.

The Board further reserves the right to recommend the removal of any such supervisory employee during the contract period.

- G. The contractor will be required to institute a continuing program of driver and safety instruction. The driver training will be in accordance with the program established by the Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified instructor who has been certified by the Motor Vehicle Department. The contractor shall be required to keep a log on training given to each driver and the Board of Education reserves the right to inspect such logs and to attend driver-training sessions as observers. Each contractor must describe the safety program that will be placed in effect and include such with his/her bid.

The contractor shall be required to hold monthly safety meetings with all drivers and the Board of Education reserves the right to attend these meetings.

- H. The contractor agrees to furnish to the Board of Education prior to the opening of school, by August fifteenth; and thereafter, prior to employment of other school bus operators, the following information:
1. Name of operator
 2. Residence address
 3. Telephone number
 4. Age and date of birth
 5. Record of previous driving experience
 6. Report on previous motor vehicle violations
 7. Report on previous criminal violations
 8. Date and number of current CDL-B with S and P endorsement License
 9. School Bus Route Assignment
- I. The contractor shall file and maintain a list of approved bus drivers and substitute bus drivers with the Superintendent of Schools, and no person may operate a school bus in the City of Norwich pursuant hereto whose name does not appear on said approved list, except in cases of bona fide emergency.

IV. SPARE EQUIPMENT AND PERSONNEL

- A. The contractor shall, at all times, during the period of this contract, provide at least 5 spare buses to include one of each type of vehicle with equipment to be equipped as previously specified, to be used in the event of any accidents, breakdowns, delays, emergencies, driver absences, etc.
- B. The contractor shall provide in the manager's office, one unlisted number for emergency use in addition to such other telephones as normally required. The cost of the spare buses, the spare drivers, the unlisted telephone, and the full-time manager and the staff shall be absorbed by the contractor who shall be paid only at the proposed price per bus for the number of buses actually in operation.

V. COMPLIANCE WITH LAWS AND REGULATIONS

- A. The contractor and drivers will be required to comply with the laws, rules, regulations and policies of the federal, state, and local governments (including those of the City of Norwich and the Board of Education, which are attached hereto as Attachment II and which will be provided to the Contractor within ten days after any addition or change) pertaining to school bus transportation. It shall be the responsibility of the contractor to make certain that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies, as well as the contents of the master route manual and any other transportation manual, which the school system might publish.

- B. All vehicles must be maintained and equipped in accordance with Connecticut State laws, regulations of The State Department of Education, State Motor Vehicle Department, The Connecticut State Police, The City of Norwich and The Board of Education.

The contractor will be required to ensure all new vehicles outlined In Option I and Option II comply with the rules and regulations outlined above.

VI. INDEMNIFICATION

The contractor will be required to indemnify the City of Norwich and the Norwich Board of Education and to hold them harmless from any loss, which the City of Norwich or the Board of Education may sustain for any cause arising out of the performance of the contract by the contractor.

VII. FAILURE OF OPERATION

If a contractor fails to make any run or trip in accordance with the approved schedule because of failure of equipment or personnel, the Board of Education may deduct from the monthly invoice a sum equal to the payment for the service not provided (number of runs a day divided by cost per bus per day.)

Arrival after the start of the scheduled student day in the morning or fifteen (15) minutes or more after scheduled afternoon dismissal time shall constitute failure to provide a trip or run. If any student is dropped off at an unauthorized stop or if any driver fails to make all authorized stops on any assigned route, this action shall also constitute a failure to make a run or trip.

The fifteen-minute rule becomes null and void during inclement weather and at other times when hazardous conditions exist.

VIII. SCHOOL DAYS DURING THE YEAR

Contracts shall apply to all days when school shall be held between the first day of school for the 2009/2010 school year and June 30, 2010, 2011, 2012 and 2013. Although public, private, parochial, magnet and vocational technical school calendars may vary, each school listed on Attachment I hereto shall be entitled to service for 182 days per year. Any additional days for which service might be required shall be paid at the per bus/per day rate as set forth in the contractor's proposal.

IX. BUS AVAILABILITY AND SCHEDULE DETAILS

A. The starting time for Regular Education transportation will require service from 5:30 A.M. to 6:00 P.M. each school day, and the contractor shall have all buses available to the Board of Education for its exclusive use during such time. This includes all schools under the responsibility of the Norwich Public Schools with regard to transportation (i.e. Norwich Free Academy, Integrated Day Charter

School, etc.). Regular Education vehicles will be available for a 12-hour day and some will be available for 10 hours a day.

- B. Delivery of the pre-school and kindergarten students on the mid-day run will not exceed thirty (30) minutes, and delivery of students in grades 1-8 will not exceed forty-five (45) minutes. Exceptions are made for out of district placements.
- C. The contractor agrees to furnish upon request, and in accordance with rates provided for in the Transportation Bid form and made part of the contract, such buses as the school system may need for transporting school children on field trips during the school day, for transporting students to athletic events and other school-sponsored activities, either in or outside of the towns after 6pm.
- D. The contractor shall familiarize himself with all operating conditions including bus routes, route mileage, road conditions, local regulations, time schedules and any other conditions, which shall affect the transportation of students covered hereby.
- E. The contractor must adhere to the bus routes and stops as approved by the Board of Education. Changes in the routes, time schedules, or designated stops may be made and any of the routes may be eliminated or consolidated at the discretion of the Board of Education or its agent to meet changed conditions, and any such changes shall be duly noted and initialed in the master route manual by the contractor.
- F. The contractor will render upon request periodic reports to the Board of Education or Superintendent of Schools.
- G. The transportation company shall provide the number of vehicles necessary to transport the students from their Norwich or other address to the specified placement address.
- H. The bus contractor shall agree to transport students according to the school calendar in effect for each of the placement institutions or schools, with the provision

that each of these agencies reserves the right to change the calendar as conditions may warrant.

- I. During inclement weather, the following procedure is used to alter transportation schedules or cancel transportation service.
 - a. If school in Norwich is closed, no students are to be transported to other In-District & Out-of District programs.
 - b. If school in Norwich has a delayed opening, then students will also be delayed in being transported to In-District & Out-of-District programs. In both of the above situations, the Superintendent's Office of the Norwich Public Schools will notify the transportation company of the circumstances.
- J. If the Norwich Public Schools cancels school, delays opening, or closes early, it is their responsibility to directly notify the transportation company of the situation. If a student will not be attending school due to illness or the other circumstances, it is the responsibility of the parent to notify the transportation company directly. Should transportation service be required, the transportation company agrees that they will abide by the decision of the Board and will run routes as normally as is possible.
- K. Transportation will be required for approximately a 182-day school year and, for specific students, summer programs that could range from 15-50 days.
- L. Unless authorized by the Pupil Services Department of Norwich, students from other school districts will not be permitted to ride with Norwich students for the purpose of consolidation of routes to/from specific placement addresses. Norwich students will be permitted to ride together for the purpose of consolidation of routes to/from specific placement addresses.
- M. If, during the life of the contract, increases or decreases in In-District & Out-of-District placement occurs which would require the use of additional or fewer

vehicles, the contractor shall supply the necessary vehicles and drivers. All payments or credits are to be based on rates in existence at the time.

- N. The contractor will be required to institute a continuing program of driver and safety instruction. The driver training will be in accordance with the program established by the Connecticut Department of Motor Vehicles. Driver instruction will be administered by a qualified instructor who has been certified by the Motor Vehicle Department. The contractor shall be required to keep a log of training given to each driver and the Board of Education reserves the right to inspect such logs and to attend driver-training sessions as observers. Each contractor must describe the safety program that will be placed in effect and include such with his/her bid.

X. COMPLAINTS

The contractor will investigate all complaints, keep a log of such complaints, and will report the action taken to the Transportation Coordinator within twenty-four (24) hours, which report will be confirmed promptly in writing.

XI. EMERGENCIES - SCHOOL CLOSING

- A. Weather conditions or other emergencies which require closing of schools or delayed opening will be determined by the Superintendent of Schools.
- B. No change, elimination or consolidation, except to meet unexpected or emergency conditions, will be made until after the contractor has been given an opportunity to confer with the Board of Education or its agent with respect thereto at least one day in advance or such change, elimination or consolidation. All bus routes and bus stop changes suggested by the contractor must be approved in advance by the Board of Education or its agent and any permanent changes shall be noted and initialed in the master route manual by the contractor.

- C. The Police Department of the City of Norwich may review existing and proposed bus routes and bus stops relative to safety and welfare.
- D. It is recognized that during inclement weather adherence to the time schedule may be impossible. Safety of children must at all times take precedence over the time schedule.
- E. The contractor shall pick up and return children as designated by the established schedules. In the event an established route cannot be completed, another bus shall be sent to complete the route or the children shall be returned to their respective schools.

XII. ACCIDENTS AND DELAYS

- A. The Superintendent or his/her designee shall be notified of all occurrences, accidents, and all injuries, regardless of extent, as soon as possible, but not later than the close of the workday on which they occurred.
- B. In addition to the notice required in Section A, any accident involving personal injury must be reported to the Superintendent or his/her designee in writing within 24 hours of the accident.

XIII. PAYMENTS AND COMPENSATIONS

- A. The contractor's compensation for the performance of the obligations hereunder shall be based on the number of buses furnished at the per diem rate per bus as set forth in the contractor's proposal.
- B. It is specifically understood that no other payments shall be made to the contractor who shall furnish all of the drivers, labor, materials, equipment, permits and licenses and other facilities necessary to provide the transportation and service required including spare buses and drivers, the full-time manager

and staff and other services necessary for the proper performance of the contractor's duties.

- C. The contractor shall submit monthly invoices to the Norwich Board of Education in such detail as the Norwich Board of Education shall require. Payments shall be made within thirty (30) working days after invoices have been received for the preceding calendar month.
- D. Acceptance by the contractor of such monthly payment shall release the Board of Education and the City of Norwich from all claims and all liability to the contractor in connection with this contract arising during the period for which the payment is made, but no payment shall operate to release the contractor, sureties, or insurers from any obligations under contract or the performance and payment bond or any insurance policies issued in connection with the contract.

XIV. RESPONSIBILITY FOR STUDENTS AND DISCIPLINE

- A. The contractor shall be fully responsible for the care and supervision of students during their period of transportation. The transportation of a student shall be deemed to have begun when such student starts to enter the school bus and shall be deemed to have ended when the student has completed alighting from the bus.
- B. Drivers will remain seated in the driver's seat at all times while children are loading or unloading and shall not leave the bus while the motor is running. Under no circumstances may the driver leave the bus without shutting the engine off and removing the keys with students aboard.
- C. In the event of extreme disciplinary infractions by students on buses, which in any way imperil safe operations, the contractor shall require that operators shall stop the bus and not proceed until discipline is voluntarily restored. The contractor's office is to be immediately alerted via radio. The operator shall report all such occurrences to the contractor, and the contractor shall notify the

Principal of the school concerned for action. However, under no condition shall a student be "put off" a bus while it is in transit and thereby exposed to the hazards of walking either on the way to school or on the way home as punishment by the driver. The driver shall be in full charge of the bus and shall allow no misbehavior. The names of any students who misbehave or who cannot be managed by the bus driver shall be reported to the appropriate school administrator on forms provided by the Board of Education. Smoking by the driver or students shall not be allowed on buses at any time. Driver's cell phones need to be turned off while bus is in motion.

XV. FUEL

- A. The contractor agrees to maintain, completely at its own expense, at least one (1) fuel tank adjacent to the garage depot building holding 10 thousand (10,000) or more gallons of fuel, which may be replaced or enlarged at the contractor's discretion, together with a fuel pump to meter deliveries of fuel to each respective tank so maintained. All deliveries from each such tank and pump are to be made by the contractor's authorized representative only, with no access given to any other person at any time. For diesel fuel, the successful bidder must have a 10,000-gallon tank on-site or a minimum of a 5,000-gallon tanker with the bidder paying the delivery difference in cost.
- B. The Board of Education shall arrange for the purchase, payment and delivery of all fuel to the aforementioned fuel tanks, and the fuel stored therein shall be used exclusively by the contractor to fuel the operation of those school buses under contract by the Board of Education for the performance of the services required pursuant hereto.
- C. The contractor agrees to maintain a daily record showing the number of gallons received by each vehicle designated by its bus number. The contractor shall provide these records to the Transportation Coordinator of the Board of Education on a monthly basis.

- D. No bus shall have any students _____ on board and no students shall be on the premises during the refueling procedure.
- E. Board will provide gasoline fuel, if used, to the vehicles to the successful bidder between the hours of 7:30 a.m. to 2:30 p.m. at the Department of Public Works, Clinton Ave., Norwich, CT.
- F. It is to be understood that all fuel supplied by the Norwich Public Schools may only be used in providing services under this agreement. The responsibility for the safe storage, pumping equipment for the fuel and the cost of delivery is the responsibility of the contractor. The Contractor agrees to cooperate with Norwich Public Schools to monitor and control fuel inventory. Any fuel inventory remaining in storage at the end of the Agreement will be the property of the Norwich Public Schools.
- G. The Contractor will be responsible for the cost of vandalism to the vehicles.

XVI. ESTIMATED MILEAGE - SCHOOL YEAR

For the information of prospective contractors the following information is supplied concerning the MILEAGE ESTIMATES UNDER THE CURRENT YEAR'S OPERATIONS:

The aggregate miles to be traveled by regular education buses per year are estimated to be 650,000 miles.

THE FIGURE SET OUT ABOVE IS BASED UPON PRESENT BUSING PATTERNS, EXISTING DISTRICT LINES AND SESSION HOURS. Any significant change in any of these areas could have an effect on the mileage required.

XVII. NON-ASSIGNABILITY OF CONTRACT

The rights of the contractor shall not be assignable nor the duties delegable by the contractor in whole or in part without prior written approval of the City of Norwich and the Board of Education.

XVIII. SPECIFICATIONS PART OF CONTRACT

It is to be understood that these specifications will be made a part of any contract, which may be entered into between the Board of Education, the City of Norwich and the contractor.

XIX. FINANCIAL AUDIT

- A. At any time between July 1 and December 1 in any school year, the Board of Education shall have the right to conduct a financial audit of the contractor's records in order to determine the costs of operation hereunder. Such audit shall be at the cost of the Board of Education, and no more than one audit shall be conducted each year. The Board of Education shall submit the name of three auditing firms to the contractor, and the contractor shall promptly select the firm to make the audit from the three names submitted.
- B. The Superintendent or other representative of the Board of Education, upon reasonable notice, may inspect, during normal business hours, at the contractor's place of business, the following records of the contractor:
1. Records relating to vehicle preventive maintenance major and minor repairs and replacement of worn equipment and tires;
 2. Payroll and personnel records for employees of the contractor who perform work related hereto; and

- 3. Financial and accounting books or records, which contain information relative to the cost of providing service hereunder.

The Board of Education acknowledges that the commercial and financial information obtained pursuant to items 2 and 3 above is given in confidence by the contractor and shall not be disclosed by the Board of Education or its representative to any member of the public.

XX. DISCLAIMER OF AGENCY

The contractor shall not be held or deemed in any way to be the agent or employee of the Board of Education. It is the intention of the parties that the contractor shall and is to be considered as an independent contractor.

XXI. RESERVATION OF RIGHTS

The Board of Education reserves the right to use buses other than those furnished by the contractor for certain field trips and athletic trips, as well as additional transportation needs for other reasons.

XXII. RIGHT OF SET-OFF

The Board of Education shall have the right to set off against any monies due hereunder to the contractor any unpaid penalties incurred by the contractor as specified herein.

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BID FORMS

BID FORM

Please provide a list of the cities or towns you currently service in the State of Connecticut and the number of vehicles under contract in each.

CONTRACTOR _____

PHONE NUMBER _____

ADDRESS _____
Street

City/State	Zip Code
------------	----------

SUBMITTED BY _____

Signature	Print or Type Name
-----------	--------------------

TITLE _____

DATE _____

31
BID FORM

TRANSPORTATION SERVICES FOR PUBLIC,
PRIVATE, PAROCHIAL, MAGNET AND VOCATIONAL TECHNICAL SCHOOLS

SERVED BY THE CITY OF NORWICH

OPTION I

ALL NEW VEHICLES REQUIRED/FIVE-YEAR CONTRACT

The number of vehicles required is estimated to be approximately forty-five (45) 71 - 72 Passenger buses, all of which are expected to have a chassis date of 2009 or later during each year of the contract.

DO NOT DETACH THIS PROPOSAL FROM THE SPECIFICATIONS

OPTION I – NEW VEHICLES

ALL PRICES HOLD FOR A MINIMUM OF SIXTY (60) DAYS

A. Regular Education Transit Style Full-Time Buses	City of Norwich Busses
Cost per bus/per day for 12 hours	CNG Cost Per Bus (Labor Only)
Year 1 \$ _____	Year 1 \$ _____
Year 2 \$ _____	Year 2 \$ _____
Year 3 \$ _____	Year 3 \$ _____
Year 4 \$ _____	Year 4 \$ _____

B. Regular Education Transit Style Full-Time Buses	City of Norwich Busses
Cost per bus/per day for 12 hours	CNG Cost Per Bus (Labor Only)
Year 1 \$ _____	Year 1 \$ _____
Year 2 \$ _____	Year 2 \$ _____
Year 3 \$ _____	Year 3 \$ _____
Year 4 \$ _____	Year 4 \$ _____

LATE ACTIVITY BUSES

Buses used to transport students from schools to home after 6:00 P.M. (After school activities such as sports, remedial work, clubs, Norwich Technical School Shared Time Program, and Adult Education evening program.) Current estimates are 34 late runs per day; approximately 1 hour each.

Transit Style Buses

Cost per bus/per hour

YEAR 1 \$ _____

YEAR 2 \$ _____

YEAR 3 \$ _____

YEAR 4 \$ _____

SCHOOL-SPONSORED - ATHLETIC/FIELD TRIPS

Vehicles used for school-sponsored athletic/field trips, the rates that shall apply are as follows:

Cost Per Day/Per Bus/Per Hour/Per Trip

YEAR 1 \$ _____
YEAR 2 \$ _____
YEAR 3 \$ _____
YEAR 4 \$ _____

GLOBAL POSITIONING SYSTEM

Cost Per Day/Per Bus

YEAR 1 \$ _____
YEAR 2 \$ _____
YEAR 3 \$ _____
YEAR 4 \$ _____

Vehicles will be parked or garaged at the following location:

ADDRESS _____

Number Street

City/State Zip Code

THE UNDERSIGNED HEREBY DECLARES THAT (I/WE) (AM/ARE) THE ONLY PERSON (S) INTERESTED IN THIS PROPOSAL; THAT IT IS MADE WITHOUT CONNECTION WITH ANY PERSON MAKING ANOTHER PROPOSAL FOR THE SAME CONTRACT; THAT THE PROPOSAL IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD; THAT NO OFFICER OR AGENT OF THE CITY OF NORWICH OR ANY PERSON IN THE EMPLOY OF THE CITY OF NORWICH IS DIRECTLY OR INDIRECTLY INTERESTED IN THE PROFITS RELATED TO THIS PROPOSAL.

CONTRACTOR _____

PHONE NUMBER _____

ADDRESS _____

Street

City/State Zip Code

SUBMITTED BY _____

Signature Print or Type Name

TITLE _____ DATE _____

LIST OF VEHICLES TO BE USED WITH PROPOSED CONTRACT

Number of Buses	Seating Capacity	Year	Make	Model	Mileage

STAND-BY VEHICLES: (Use Additional Sheets As Needed)

BID FORM

TRANSPORTATION SERVICES FOR PUBLIC,

PRIVATE, PAROCHIAL, MAGNET AND VOCATIONAL TECHNICAL SCHOOLS

SERVED BY THE CITY OF NORWICH

OPTION II

A COMBINATION OF NEW/USED VEHICLES REQUIRED/FIVE-YEAR CONTRACT

The number of vehicles required is estimated to be forty-five (45) 71 - 72 passenger buses, all of which are expected to have a chassis date of 1999 or later during each year of the contract.

DO NOT DETACH THIS PROPOSAL FROM THE SPECIFICATIONS

OPTION II – COMBINATION OF NEW/USED VEHICLES

ALL PRICES HOLD FOR A MINIMUM OF SIXTY (60) DAYS

A. Regular Education Transit Style Full-Time Buses	City of Norwich Busses
Cost per bus/per day for 12 hours	CNG Cost Per Bus (Labor Only)
Year 1 \$ _____	Year 1 \$ _____
Year 2 \$ _____	Year 2 \$ _____
Year 3 \$ _____	Year 3 \$ _____
Year 4 \$ _____	Year 4 \$ _____

B. Regular Education Transit Style Full-Time Buses	City of Norwich Busses
Cost per bus/per day for 12 hours	CNG Cost Per Bus (Labor Only)
Year 1 \$ _____	Year 1 \$ _____
Year 2 \$ _____	Year 2 \$ _____
Year 3 \$ _____	Year 3 \$ _____
Year 4 \$ _____	Year 4 \$ _____

LATE ACTIVITY BUSES

Buses used to transport students from schools to home after 6:00 P.M. (After school activities such as sports, remedial work, clubs, Norwich Technical School Shared Time Program, and Adult Education evening program.) Current estimates are 34 late runs per day; approximately 1 hour each.

Transit Style Buses

Cost per bus/per hour

YEAR 1 \$ _____

YEAR 2 \$ _____

YEAR 3 \$ _____

YEAR 4 \$ _____

SCHOOL-SPONSORED - ATHLETIC/FIELD TRIPS

Vehicles used for school-sponsored athletic/field trips, the rates that shall apply are as follows:

Cost Per Day/Per Bus/Per Hour/Per Trip

YEAR 1 \$ _____

YEAR 2 \$ _____

YEAR 3 \$ _____

YEAR 4 \$ _____

GLOBAL POSITIONING SYSTEM

Cost Per Day/Per Bus

YEAR 1 \$ _____

YEAR 2 \$ _____

YEAR 3 \$ _____

YEAR 4 \$ _____

Vehicles will be parked or garaged at the following location:

ADDRESS _____

Number Street

City/State Zip Code

THE UNDERSIGNED HEREBY DECLARES THAT (I/WE) (AM/ARE) THE ONLY PERSON (S) INTERESTED IN THIS PROPOSAL; THAT IT IS MADE WITHOUT CONNECTION WITH ANY PERSON MAKING ANOTHER PROPOSAL FOR THE SAME CONTRACT; THAT THE PROPOSAL IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD; THAT NO OFFICER OR AGENT OF THE CITY OF NORWICH OR ANY PERSON IN THE EMPLOY OF THE CITY OF NORWICH IS DIRECTLY OR INDIRECTLY INTERESTED IN THE PROFITS RELATED TO THIS PROPOSAL.

CONTRACTOR _____

PHONE NUMBER _____

ADDRESS _____

Street

City/State Zip Code

SUBMITTED BY _____

Signature Print or Type Name

TITLE _____ DATE _____

LIST OF VEHICLES TO BE USED WITH PROPOSED CONTRACT

Number of Buses	Seating Capacity	Year	Make	Model	Mileage

STAND-BY VEHICLES:(Use Additional Sheets As Needed)

ATTACHMENT I

The following schools are entitled to transportation. Their school calendars/opening and closing times may not necessarily be compatible.

<u>SCHOOL</u>	<u>ADDRESS</u>
Bishop	526 Main Street
Greeneville	165 Golden Street Extension
Huntington	80 West Town Street
Kelly Middle School	Mahan Drive
Mahan	94 Salem Turnpike
Moriarty	20 Lawler Lane
Stanton	386 New London Turnpike
Teachers' Middle School	15 Teachers' Drive
Uncas	280 Elizabeth Street Extension
Veterans'	80 Crouch Avenue
Wequonnoc	155 Providence Street
Thames River Academy	191 Hickory Street
Norwich Free Academy	108 Crescent Street
Norwich Regional Technical School	7 Mahan Drive
Grasso Technical School	189 Fort Hill Road, Groton
St. Bernard High School	1593 Norwich-New London Turnpike
Ledyard High School	24 Gallup Hill Road, Ledyard
Academy of the Holy Family	54 West Main Street, Baltic
Sacred Heart School	15 Hunters Avenue, Taftville
St. Joseph's School	120 Cliff Street
St. Patrick's Cathedral School	211 Broadway
Hickory Street School	201 Hickory Street
DTZ School	30 Case Street
New London Science and Tech Magnet	490 Jefferson Ave, New London

ATTACHMENT II

5131.1 (a)

Non-Instructional Operations**TRANSPORTATION**Statement of Policy

The Board of Education will provide transportation for students under provisions of state law and regulations. In determining the provision of transportation, the Superintendent of Schools shall consider the guidelines contained in this policy and shall administer the operation so as to:

1. provide for the safety of students.
2. supplement and reinforce desirable student behavior patterns.
3. assist disabled students appropriately.

Definitions

1. "School transportation" means the procedure, program, or implemented plan by which a pupil is transported to and/or from school from his/her residence or the bus stop at public expense, whether by use of publicly owned equipment or by contract. Such transportation shall be over public roads approved by the municipality or private roads approved pursuant to C.G.S. Section 10-220c.
2. "Walking distance" means the linear measure of a prescribed or authorized pedestrian route between the pupil's residence and his/her school from a point at the curb or edge of a public or private road nearest the pupil's residence to a point at the entrance of the school, or a safe entrance to the school grounds located within one hundred feet of the school building entrance or the bus pick-up area, or the route from the point on the public thoroughfare nearest the residence to the school bus or vehicle embarkation point established by the Norwich Board of Education.
3. "One mile walking distance" means a reasonable measurement of a route to be traversed extending from the point of measurement at least 5,280 feet, but not more than 5,380 feet.
4. "Grade K" means kindergarten, or a school program appropriate to a beginning pupil.
5. "Hazard" means a thing or condition, as prescribed in this policy under "Hazardous Conditions" that affects the safety of pupils walking to and from school and/or a designated bus pick-up area.
6. "Sidewalk" means a portion of the landscape right of way approximately three feet wide,

usually parallel to the traffic lanes which may be paved or unpaved, and marked by curbing, drainage ditch, grass area or fencing; apart from and independent of any white line safety markings along the street pavement.

7. "Raised walk area" means a portion of the landscape right of way approximately three feet wide, usually parallel to the traffic lanes which may be paved or unpaved, distinguished by some elevation above the street pavement level and marked by curbing, drainage ditch, grass area or fencing; apart from and independent of any painted safety markings along the street pavement.
8. "Pupil" means any individual of school age enrolled in a public or nonprofit private school located within the school district or contiguous school district as the case may be.

Provision of Transportation

Transportation by private carrier may be provided whenever such practice is more economical than using school district-owned/leased facilities. If parents volunteer, and the administration permits, parents may be reimbursed for transportation of eligible students whenever such practice is more economical or convenient for the school district.

In determining the provision of transportation for resident public and eligible private school students, the following guidelines regarding walking distances will be considered. Distance measurements will be based on the most direct route from the student's home beginning at a point at the curb or edge of a public road or highway nearest the home to the edge of the school property or bus pickup areas.

<u>Grade</u>	<u>Limit</u>
K	All Kindergarten students are provided school transportation.
1-5	1 mile
6-8	1 1/4 miles
9-12	1 1/2 miles

Students living within the stated distance limits will receive transportation when, in the opinion of the Board, it is in the best interests of the district to provide transportation.

Hazardous Conditions

The Board of Education will provide transportation from a prescribed point of embarkation (bus stop) to school for pupils enrolled in kindergarten, upon request, regardless of the pupil's residence.

The administration shall consider the following guidelines for hazardous conditions when making decisions regarding the transportation of children:

1. A street or road having an adjacent or parallel sidewalk or raised walk area shall be deemed hazardous when any one of the following conditions exist:

- a) For pupils under age ten, or enrolled in grades K through 3:
 - (i) the absence of a pedestrian crossing light or crossing guard where three or more streets intersect; OR
 - (ii) street crossings where there are no stop signs or crossing guards and the traffic count during the time that pupils are walking to or from school exceeds sixty vehicles per hour at the intersection.

 - b) For pupils over age ten, or enrolled in grades 4 through 12, the absence of a traffic light or stop signs or crossing guard at an intersection where three or more streets intersect which has a traffic count which exceeds ninety vehicles per hour during the time that pupils are walking to or from school;

 - c) For all pupils:
 - (i) any street, road, or highway with speed limits in excess of forty miles per hour which does not have pedestrian crossing lights or crossing guards or other safety provisions at points where pupils must cross when going to or from school or the bus stop; OR

 - (ii) the usual or frequent presence of any nuisance such as open man-holes, construction, snow plowed or piled on the walk area making walkways unusable, loading zones where delivery trucks are permitted to park on walkways, commercial entrances and exits where cars are crossing walking areas at speeds in excess of five miles per hour, and the like, including such nuisances which are hazardous or attractive to children.
2. Any street, road, or highway that has no sidewalks or raised walk areas shall be deemed hazardous if any one of the following conditions exists:
- a) For pupils under age ten, or enrolled in grade K through 3:
 - (i) any street, road, or highway possessing a traffic count of sixty or more vehicles per hour at the time that pupils are walking to or from school; OR
 - (ii) any street, road, or highway possessing a speed limit in excess of thirty miles per hour.

 - b) For all pupils:
 - (i) the presence of man-made hazards including attractive nuisances, as stated in 1(c)(ii) above; OR

 - (ii) any roadway available to vehicles that does not have a minimum width of approximately twenty-two feet; OR

 - (iii) any roadway available to vehicles that, when plowed free of snow accumulations, does not have a minimum width of approximately twenty feet; OR

 - (iv) any street, road, or highway where the line-of-sight visibility together with

posted speed limits do not permit vehicular braking/stopping in accordance with the Connecticut Drivers Manual or Department of Transportation, Division of Design Standard, or other reasonable standard.

3. Any walkway, path, or bridge in an area adjacent or parallel to railroad tracks shall be considered hazardous unless a suitable physical barrier along the entire pedestrian route is present and fixed between pupils and the track; and any crossing of railroad tracks carrying moving trains during hours that pupils are walking to or from school or to and from a designated bus pick-up area shall be deemed hazardous unless:
 - a) a crossing guard is present; OR
 - b) for pupil under age ten, an automatic control bar is present at crossings; OR
 - c) for pupils over age ten, a bar or red flashing signal light is operational.

4. For pupils in grades K through 4, the following conditions shall be deemed hazardous:
 - a) a lake, pond, stream, culvert, water-way, or bridge shall be deemed a hazard in the absence of a fence or other suitable barrier fixed between the pupil and the water; OR
 - b) any area adjacent to a roadway, sidewalk, or bridge having a drop of three or more feet per four feet of travel length on either side of the established lanes, in the absence of a fence or other suitable barrier.

5. For pupils in grades K through 8, walking to or from school or the bus stop at any time prior to one-half hour before sunrise or any time one-half hour after sunset shall be deemed hazardous.

6. For all students, walking along any street, road, walkway, sidewalk, or path designated as a walking route which passes through an area which has a history of aggressive acts of molestation resulting in actual or threatened physical harm or moral degradation during the hours when pupils ordinarily walk to or from school shall be deemed hazardous.

Applicability and Exceptions

1. This policy is applicable to private roads approved for passage of school transportation vehicles in accordance with C.G.S. Section 10-220c.
2. Special Education pupils and pupils eligible for accommodations under Section 504 of the Rehabilitation Act shall be judged on an individual basis, and appropriate transportation provided.
3. The Board of Education may grant an exception to any guideline set forth in this policy where a peculiar condition or combination of conditions renders such condition(s) a hazard based upon reasonable judgment; or where under the circumstances, other conditions exist under which the safety of students necessitates a variance with the

guidelines within this policy.

Complaint Procedure

All complaints concerning school transportation safety shall be made in writing to the Superintendent of Schools or designee. The Superintendent or designee shall maintain a written record of all such complaints, and shall conduct appropriate investigations of the allegations in a timely manner. The Superintendent shall provide to the Commissioner of Motor Vehicles, within thirty days of the end of the school year, a copy of the written record of complaints that were received during the previous twelve-month period.

Legal Reference: Connecticut General Statutes

10-186 Duties of local and regional boards of education.

10-220 Duties of boards of education.

10-221c Development of policy for reporting complaints regarding school transportation safety

14-275b Transportation of mobility impaired students.

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

Policy adopted: 12/18/84

Policy revised: 4/25/89

Policy revised: 2/10/99

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Policy Revised: 5/22/07

NORWICH PUBLIC SCHOOLS

Norwich, Connecticut