



## **Motor Coach/School Bus Contract Specifications**

### **Contact Information**

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### **Statement of Procurement Need:**

The Tennessee School for the Deaf (TSD) is seeking safe and reliable transportation of students during travel events both intrastate and interstate. Travel is conducted by the use of motor coach buses and school buses, depending on the nature of the travel event.

Examples of potential travel events are: weekly home going or return trips, one-day athletic events, extended overnight athletic events, one-day field trips, extended overnight field trips, and other events that would meet similar needs of school function events.

Travel dates are established at the beginning of the year for most events throughout the school year (i.e., August-May). On occasion, travel dates may be revised in special situations such as inclement weather or other unforeseen circumstances. These emergency situations are unpredictable and require immediate cooperation (i.e., within two hours of TSD or the Contractor becoming aware of the emergency situation) between the Contractor and TSD to safely transport students prior to the arrival of inclement weather.

Additionally, some events may present themselves throughout the year in which additional travel needs will need to be accommodated. Additional scheduled events or alterations in the original schedule are established by the TSD administration.

Motor coach, school buses, and drivers shall meet all Federal Motor Carrier Safety Administration regulations for intrastate and interstate commerce travel. Additionally, all motor coaches, school buses and their drivers shall meet all regulations defined in Tennessee Code Annotated (T.C.A.) Titles 49 and 55 and State Board Rules Chapter 0520-01-05 and 0520-01-09, including requirements for the operation, upkeep, and safety of operable buses and motor coaches, as well as maximum acceptable years of



service of buses. The Contractor shall not permit buses and drivers that do not meet these regulations or do not meet the specifications to perform under this Contract.

The Contractor shall bear all expenses associated with the purchase, operation, and maintenance of equipment and supplies.

**A. General Requirements**

1. The Contractor, its employees, and subcontractors shall comply with all TSD policies and procedures.
2. The Contractor, its employees, and subcontractors shall represent TSD in a positive, and professional manner while providing services pursuant to this Contract.
3. The TSD Transportation Coordinator shall advise the Contractor within 48 hours of any changes in a scheduled trip.
4. The Contractor shall not provide buses and motor coaches that do not have the number of seats specified for a particular event.
5. Communication devices such as two-way radios or cell phones shall be on all motor coaches and buses at all times, at no additional cost to TSD.
6. In the event of a motor coach or bus breakdown:
  - The Contractor shall provide back-up emergency transportation as quickly as possible (defined as reasonable driving time from the Contractor's terminal to the breakdown location).
  - The backup transportation shall be an unoccupied bus. It is not acceptable to use an occupied bus due to overcrowding.
  - The Contractor shall not be reimbursed for the trip if the specifications in this section are not met.
  - The Contractor assumes responsibility for all expenses in excess of the bid rate in a breakdown circumstance.
7. The Contractor shall provide a 24-hour emergency telephone number for use in the event of a problem or changes.
8. A motor coach or school bus that transports students to/from home shall have a safety complaint phone number on the rear bumper and the school shall follow the protocol for addressing the safety concerns/complaints as outlined in T.C.A. § 49-6-2116.

9. Motor coaches shall be used on long academic trips (both scheduled and additional travel events that present themselves throughout the year). This is an average four (4) trips per school year (e.g., Academic Bowl).
10. When the Contractor, its employees, or subcontractors have allegedly been involved civil or criminal charges, sexual harassment, or failure to meet obligations or performance standards defined in this Contract, the Contractor shall inform the director of schools or designee within 24 hours of becoming aware of such charges. The individual with the charges shall be removed from services until the charges have been resolved or dismissed to the satisfaction of the TSD.
11. The Contractor shall thoroughly clean each motor coach after each trip.

### **B. Vehicle Requirements**

1. Motor coach and school buses shall have functional air conditioning and heating systems at all times.
2. Motor coach buses shall consist of a minimum of 46 seats per bus. The motor coach or school bus traveling to Memphis shall have a minimum of 52 seats.
3. Motor coaches shall have at least one functioning restroom facility. See the Restroom Facilities section listed below.
4. Motor coaches shall have cabin storage, as well as luggage storage below the motor coach. See Luggage Compartments section below.
5. Motor coaches and school buses shall meet state and federal safety regulations outlined in Safety and Security section below.
6. Motor coach buses shall be equipped with a minimum of three televisions with closed caption and a minimum of one DVD player. Televisions are expected to be functional during all trips.

### **C. Driver Requirements**

1. The Contractor shall require all drivers to maintain logs as mandated by the Federal Motor Carrier Safety Administration and provide to TSD upon request.
2. The Contractor shall require all drivers meet all state and federal laws and applicable regulations according to the Federal Motor Carrier Book (<https://www.fmcsa.dot.gov>).
3. TSD reserves the right to request replacement of any driver deemed unsuitable for safety or performance reasons, or otherwise at the discretion of the State. All replacement drivers shall meet the requirements set forth in this section, C. Driver Requirements. Replacement driver shall be dispatched immediately.

4. The Contractor shall obtain and retain records pertaining to each driver's qualifications and credentials relative to driving motor coaches or school buses that are required by state and federal laws for the duration of this Contract at no cost to the State. The Contractor shall provide these records to TSD upon request. At a minimum the records shall include:
  - a. Verification that driver meets minimum age requirements (at least 25 years of age);
  - b. Minimum of two (2) customer references for driving services;
  - c. Satisfactory background check (as detailed below in section D. Background Checks);
  - d. Driver's motor vehicle report (MVR);
  - e. Verification that driver meets licensure and endorsement requirements;
  - f. Pre-employment drug screening;
  - g. Federal Department of Transportation (DOT) Medical cards;
  - h. A list of driver's qualifications and a Department of Safety survey of drivers' driving records;
  - i. Driver compliance with the federal motor carrier safety regulations, DOT Federal Motor Carrier Safety Administration part 395. [https://www.ecfr.gov/cgi-bin/text-idx?SID=0f917b8505cc65630f2e4c4903397508&mc=true&node=pt49.5.395&rgn=div5#se49.5.395\\_11](https://www.ecfr.gov/cgi-bin/text-idx?SID=0f917b8505cc65630f2e4c4903397508&mc=true&node=pt49.5.395&rgn=div5#se49.5.395_11);
  - j. Drivers' logs for the current day and the prior seven consecutive days;
  - k. Entry level driver training completion form, found here: [https://csa.fmcsa.dot.gov/safetyplanner/documents/Forms/Entry-Level%20Training%20Certificate\\_508.pdf](https://csa.fmcsa.dot.gov/safetyplanner/documents/Forms/Entry-Level%20Training%20Certificate_508.pdf); and
  - l. Other compliance documentation requested by State officials as the result of monitoring.

#### **D. Background Checks**

The Contractor shall ensure that all drivers provided under the Contract have a satisfactory background check prior to being assigned for service at TSD. This includes an FBI and TBI check, in accordance with T.C.A. § 49-5-413(d) (1) (A). A satisfactory background check for the purposes of this Contract means the check has no indications for offenses as outlined in T.C.A. § 49-5-413(d)(3). Clearance letters from the TBI for each driver shall be required prior to the first date of service, and TSD reserves the right to request documentation of background



checks at any time. The Contractor shall be solely responsible for all costs associated with the background check.

**E. Restroom Facilities**

1. Shall be stocked with toilet tissue, paper towels, sanitary disposal bags, and soap at all times.
2. Both toilet and sink shall properly function at all times.
3. Shall have means to contain waste on each vehicle.
4. The Contractor shall ensure that waste is never released onto streets or highways during trips.
5. Shall be clean and sterile with no odor, with the exception of disinfectant.

**F. Luggage Compartments**

1. Overhead luggage compartments shall be clear and available for use on motor coaches.
2. Under bus luggage compartments shall be available to store luggage and shall have adequate doors to secure luggage.

**G. Passenger Compartment**

1. Shall be clean with no oil, grease, or fuel stains on carpet, seats, or other fabrics.
2. Shall remain free of any protruding sharp or pointed edges.
3. All emergency exits shall be clearly and properly marked.
4. Passenger seating area shall be equipped with clean, properly padded seats, and cushions not ripped.
5. Vehicles shall not have ever been smoked in and shall remain smoke free.

**H. Travel Schedule**

1. Motor coaches and buses shall be on the TSD campus at least 45 minutes prior to scheduled departure times.
2. The TSD reserves the right to cancel any or all trips by notifying the Contractor within 24 hours upon determination of non-requirement of services with no charges to the TSD.
3. The TSD reserves the right to change any or all dates, times and/or destinations with no charge to the State by giving the Contractor 48 hours advance notice. In any and all such cases, the Transportation Coordinator shall act as the agent the

TSD. The Contractor shall be notified telephonically which shall be confirmed by email, text, and/or letter on the same date, by the Contractor.

4. The Contractor shall be responsible for notifying the Transportation Coordinator immediately if a bus is behind schedule.
5. All athletic travel dates shall be confirmed at the beginning of the school year, no later than August 10.
6. All home going and return dates shall be confirmed at the beginning of the school year, no later than August 10. Under certain circumstances, the Transportation Coordinator may alter and adjust dates based on the determination of needs at TSD or weather conditions.
7. Trips may include use of the motor coach or bus during the stay at the destination, to transport students from rooming location(s) to tourist activities and restaurants etc.
8. Trips may include use of the motor coach or bus to transport students one time within a 100-mile radius to any area site of interest during the trip. Schedule shall be mailed and/or emailed to Contractor in July before the start of the school year.
9. Trips include up to six (6) drop points. A list of drop points and schedules shall be given to the Contractor no later than August 10. TSD staff decides when the bus is to depart to the drop points.
10. Trips may include meal stops as determined by the TSD staff.
11. During home going trips, the Contractor shall bring TSD chaperones back to TSD after the students have been dropped off at designated drop points. During return trips, the Contractor shall pick up TSD chaperones at TSD prior to traveling to pick up the students.
12. To and from trips may include the following:
  - Knoxville to Bristol / Bristol to Knoxville
  - Knoxville to Manchester / Manchester to Knoxville
  - Knoxville to Columbia / Columbia to Knoxville
  - Knoxville to Clarksville / Clarksville to Knoxville
  - Knoxville to Jackson / Jackson to Knoxville
  - Knoxville to Memphis / Memphis to Knoxville

#### **I. Evacuation Drills**

1. The purpose of the evacuation drills is to prepare students and staff, who shall act as chaperones, to evacuate in case of an emergency situation.
2. One evacuation drill shall be held in the fall and one in the spring of each school

year. Dates to be determined by TSD and the Contractor.

3. The Contractor shall provide one (1) motor coach and driving instructor.
4. The Contractor shall provide one (1) school bus and driving instructor.
5. The Contractor shall ensure the driving instructors have passed training in evacuation drills as part of their licensure requirements to drive the bus.
  - a. All students shall participate in each evacuation drill on both the motor coach and school bus.
  - b. Students may be divided into three separate groups.
  - c. Each group shall take forty to forty-five (40-45) minutes on both coach and school bus. The process normally takes about six (6) hours from beginning to end.

#### **J. Safety and Security**

1. No passengers shall be allowed on any motor coach or bus except TSD students, staff, and persons approved by the TSD Director of Schools or TSD Transportation Coordinator.
2. All motor coaches and buses used shall be equipped with emergency equipment, including a first aid kit and body fluid clean-up kit that complies with Tennessee Minimum School Bus Standards.  
[https://www.tn.gov/content/dam/tn/stateboardofeducation/documents/2-400\\_TNSchoolBusSpecifications\\_After7112\\_7-1-12.pdf](https://www.tn.gov/content/dam/tn/stateboardofeducation/documents/2-400_TNSchoolBusSpecifications_After7112_7-1-12.pdf)
3. The Contractor shall provide the TSD with maps (electronic or hard copy is acceptable) that clearly mark the exact route for each trip, when requested.
4. The Contractor, its employed driver, or subcontracted driver shall inform the TSD Transportation Coordinator, Director of Student Life, and Director of Schools by text message immediately (i.e., as soon as it is safe to do so) following the occurrence of any accident or incident involving a bus or motor coach while providing service to TSD in any capacity. The Contractor shall inform the TSD Transportation Coordinator of any and all moving violations by any driver.
5. The Contractor shall inform the TSD Transportation Coordinator and TSD Director of Schools of any instances of student-on-student bullying, harassment, or intimidation, or discrimination that occurs on the bus, as defined in TSD policy. If Contractor fails to inform TSD of an instance of student-on-student bullying, harassment, intimidation, or discrimination the Contractor knew about, or should have known about, Contractor shall indemnify and defend the TSD and its agents and employees from any costs, losses, damages or judgements rendered against TSD for such student-on-student bullying, harassment, intimidation, or discrimination. The Contractor is deemed to have known about student-on-student bullying, harassment, intimidation, or discrimination if the Contractor, its employees, or subcontractors observed such student-on-student bullying, harassment, intimidation, or discrimination.

- a. Bullying, harassment, or intimidation is an act that substantially interferes with a student's educational benefits, opportunities or performance, and has the effect of:
  - Physically harming a student or damaging a student's property;
  - Knowingly placing the student or students in reasonable fear of physical harm to the student or damage to the student's property;
  - Causing emotional distress to a student or students; or
  - Creating a hostile educational environment.

Bullying, harassment, or intimidation may also be unwelcome conduct based on a protected class (race, nationality, origin, color, sex, gender, disability, or religion) that is severe, pervasive, or persistent and creates a hostile environment.

- b. Discrimination is conduct that deprives a student of the benefit of an educational opportunity on the basis of race, color, national origin, sex, gender, or disability.

#### **K. Maintenance and Repairs**

1. The Contractor shall provide a written management plan that describes how the Contractor will accomplish repairs, replacements, and/or emergency transportation to meet the requirements of this Contract. This plan shall be provided to the Transportation Coordinator within two weeks of the Contract being awarded.
2. The Contractor shall provide maintenance for all motor coaches and buses used under this Contract to maintain a fully functional fleet that meet the specifications of this Contract.
3. The Contractor shall maintain maintenance records of all vehicles used in the performance of this Contract and provide such records upon request by TSD.

#### **L. Invoicing**

1. Invoicing shall only be made for trips that are completed. Cancelled trips, under the provisions of this Contract shall not be invoiced.
2. The TSD shall not be held responsible for any expenses in excess of the bid rate in those instances where a bus is rejected under the provisions of this Contract (See M.2. below) This includes any expenses resulting from the Contractor's having to sub-contract services from other carriers due to rejection of a bus and inability to replace with a proper vehicle.

3. Invoicing for each trip shall be submitted to the TSD Director of Schools. The Contractor shall follow guidelines in the terms and conditions, Purchase Order Releases (Agency Term Contract) section.
4. Driver per diem rates for lodging shall be approved by TSD and shall be subject to amounts and limitations specified in the current State Comprehensive Travel Regulations.

**M. Inspection**

1. Drivers are required to do pre/post trip inspections after each trip. In addition, the Contractor shall provide written assurance to TSD that school buses have been inspected annually by the Department of Safety and that all motor coaches and school buses and drivers have been entered into the Portal Administrator Accounts Management System (PAAMS).
2. TSD reserves the right to inspect the motor coach/bus and driver records for compliance with the specifications listed above, and reserves the right to either approve or reject any motor coach or bus for use. In the event a motor coach/bus or driver is rejected, TSD shall notify the Contractor immediately. Rejected motor coaches and buses shall be either repaired or replaced at no additional cost to the State within the period of time defined as reasonable driving time from the Contractor's terminal to the TSD campus.
3. Motor coaches and buses identified as unacceptable by the Contractor, driver, TSD, or the Department of Safety shall not be used under this Contract until such time as the deficiencies have been corrected, and the unit re-inspected and determined by TSD to meet all specifications. In the event that a motor coach or bus is rejected, the Transportation Coordinator shall notify the Contractor and the Contractor shall send another motor coach or bus, which shall meet the specifications prior to use.
4. If at any time during the term of this Contract, should a previously approved unit become unacceptable, Contractor shall immediately remove the unit from the acceptable list. Any rejected unit shall pass inspection as outlined in this section prior to being used in service again.