

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
BUSING CONTRACT**

This Contract is being entered into this 1st day of July, 2018, by and between **Specialized Care Transport, Inc.** (“Contractor”) and the Milwaukee Board of School Directors (“MPS”), a school district organized and operating pursuant to Wisconsin Statutes. Contractor shall further be held to the “*General Specifications and Operating Procedures*”, (the “Specifications”), attached hereto as Appendix A and incorporated by reference.

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Contractor shall provide yellow school bus transportation for MPS in accordance with RFP 973 and Contractor’s Response to RFP 973 which are incorporated as reference.

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract.

2. TERM

This Contract shall be in effect from July 1, 2018 through June 30, 2019 (“Initial Term”), with the possibility of two, one-year extensions (each a “Renewal Term”). MPS will base its renewal decisions on the “Contractor Performance Metrics” detailed in the Specifications.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

Subject to the escalation clauses set forth herein, Contractor’s pricing for the term of the Contract shall be as follows:

| Bus Size | Base Amount | Cost per hour | Cost per mile |
|----------|-------------|---------------|---------------|
| 18-28 | \$174.63 | \$26.44 | \$0.50 |
| 65-72 | \$193.22 | \$26.75 | \$0.61 |

Total compensation under this Contract shall not exceed \$2,300,000.00. An initial payment of \$ 230,000 may be made ten (10) days before services begin. This payment constitutes the value of 10% of the Contract amount. This amount will be withheld from the last invoice of the fiscal year.

Contractor shall invoice on a monthly basis according to the pricing set forth herein for the routes. Invoices shall be submitted to:

MPS Transportation Services
5225 W. Vliet Street
Milwaukee, WI 53208

A properly submitted invoice must include: the route number; the school(s) being served; the number of days service was provided; and the cost per route. Additional requirements for invoices are found in G-40 of the Specifications.

As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

12. TERMINATION

For violations of or failure to adequately fulfill a contract, the Board may, within its sole discretion, terminate said Contract as set forth herein. When feasible, MPS must give 30 days' notice of the breach. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation within ten (10) days. In the event of termination, MPS will only be liable for the services rendered through the date of termination and not the uncompleted portion, or for any materials or services Purchased or paid for by Contractor for use in completing the Contract. Nothing in this Contract or any documents incorporated by reference shall prevent MPS from immediately terminating a Contract if the health, safety or welfare of MPS students is in imminent peril.

Additionally, it is understood that strict adherence to the provisions of this Contract, including, but not limited to, starting points, destinations and times of departure and arrival, are necessary to adequately fulfill this Contract. For violations of or failure to adequately fulfill a contract, the Board may, within its sole discretion, terminate this Contract. Failure to terminate shall not constitute a waiver of the Board's right to terminate for subsequent violations of or failure to adequately fulfill the Contract.

MPS further reserves the right to terminate this Contract without liability if it determines to bring transportation services in-house.

In lieu of terminating the entire Contract for a breach of contract, MPS may, in its sole discretion, reassign buses from Contractor to another contractor with available buses.

13. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with any and all applicable federal, state or local laws, rules and regulations, including such policies as may be enacted from time to time by MPS. Such statutes, rules and regulations of the federal government, the State of Wisconsin, and policies of MPS are incorporated herein by reference the same as if set out verbatim. If the statutes, rules and regulations should conflict with these terms, then it is understood that this Contract shall be deemed modified to conform to such statutes, rules and regulations.

14. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS' sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

15. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

16. PROHIBITED PRACTICES

A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.

25. STUDENT DATA

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

Contractor agrees to maintain the confidentiality of any information regarding student riders which may be obtained from any sources associated with this service, other than information necessary to the performance of service, or the health and safety of the riders.

26. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

27. MPS LOGO/PUBLICITY

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS' Director of Communication and Public Affairs.

28. ORDER OF PRIORITY

In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: 1) this Contract; 2) the Specifications; and 3) Request for Proposal 973.

29. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

29. COMPLIANCE REQUIREMENT

The requirements that follow are required per 12-month contract term. The HUB requirement on this Contract is 5%. The student engagement requirement of this Contract is 300 hours. The Career Education requirement for this Contract is 10 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V004847)

By:

Date: 4-23-18

Specialized Care Transport, Inc.
4777 West Lincoln Avenue
Milwaukee, WI 53219

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: A.A.K.

Aaron A. Konkol, J.D.
Director, Procurement and Risk Management

Date: 4/24/2018

By:

Darienne B. Driver, Ed.D.,
Superintendent of Schools

Date: 4/27/18

SS# or FEIN: XXXXXXXXXX

By:

Mark A. Sain, President
Milwaukee Board of School Directors

Date: 5-3-18

Budget Code:

- RTS-0-0-TRS-DW-EPPT (\$634,000)
- RWT-0-0-TRS-DW-EPPT (\$1,156,000)
- TED-0-0-TRS-DW-EPPT (\$52,000)
- SM1-0-0-TRS-DW-EPPT (\$204,000)
- AST-0-0-TRS-DW-EPPT (\$10,400)
- RTS-0-0-TRS-DW-EVSPFPUB (\$41,600)
- PMO-0-0-TRS-DW-EPPT (\$5,200)
- MDK-0-0-TRS-DW-EPPT (\$146,000)
- SMT-0-0-TRS-DW-EPPT (\$50,800)

Reviewed by Risk Management:

By:

Date: 5/9/18

Appendix A
MPS Office of Operations
Department of Business and Transportation Services

GENERAL SPECIFICATIONS AND OPERATING PROCEDURES
FOR SCHOOL BUS CONTRACTORS
Effective July 1, 2018

I. INTERPRETATION

Interpretation of these Specifications will be made by the Director of the Office of Operations, Department of Business and Transportation Services.

II. BUS TERMINAL AND OPERATIONS

G-01 Bus Terminal Location

Contractors must either (1) have a functional terminal facility located within ten (10) miles of the City of Milwaukee limits; or (2) have a functional terminal facility located outside ten (10) miles of the City of Milwaukee limits and be able to demonstrate that they have the capacity and ability to respond to an emergency with a maximum response time of thirty (30) minutes after being dispatched.

G-02 Facilities and Equipment

Contractors shall maintain adequate facilities and equipment to ensure that buses are maintained in a safe condition and drivers and other staff have a safe working environment. All bus terminals must be of adequate size to park all awarded buses inside a fenced and lighted area each night. Adequate entrances and exits must be available to allow time efficient entering and exiting of the terminal area. Contractor must ensure buses are in a condition to start each day, regardless of weather conditions. Block heaters or other measures designed to insure cold-weather starts are required for all buses. Contractors are required to operate a garage to repair and maintain their buses, with an adequate number of indoor garage bays and mechanics to successfully maintain the number of vehicles assigned to the terminal. Contractors must maintain adequate service vehicles (wreckers are not required) and staff to perform road service calls in a timely manner.

WI-FI: Contractors shall provide WI-FI access that supports the 802.11n standard, through the entire range of Contractor's lot. WI-FI access enables MDT communications and automatic route and student data updates from MPS to the Contractor via the MDTs. It is the responsibility of the Contractor to insure proper security of its IT systems. Contractor must provide Ethernet ports with Internet access for each of the access ports / antennas required to provide full lot coverage. This is expected to be two Ethernet ports for most of the Contractor lots.

Contractor must provide their own WI-FI equipment and ensure lot coverage.

Contractor shall make their existing broadband connection available for MDT communications. Any reasonable broadband connection should suffice, with download speeds of 4 - 6 Mbps or more. MDT updates will occur throughout the night, after buses return from their afternoon routes, and before buses depart for their morning routes. Bandwidth usage during ordinary business hours will be minimal and will not diminish Contractor internet usage and speeds.

G-03 Operations

Contractors are required to maintain an operational base that can be reached by telephone as long as vehicles are on the road transporting students. This includes, but is not limited to, days when school is in session (regular school year, J-term and summer school), weekend sporting events, extracurricular activities and field trips. All Contractors are required to supply the Department of Business and Transportation Services with the names and phone numbers of designated staff on duty in the event of an emergency by July 15 annually.

driver, in exercise of reasonable diligence, should have known of the grievance. Absent agreement between the Contractor and the aggrieved employee (or his or her union, if the employee is represented) to proceed differently, any such arbitration shall be conducted as follows: the arbitrator shall be selected from a panel of Wisconsin Employment Relations Commission (“WERC”) arbitrators provided by the WERC or MPS approved alternate arbitration service, with costs shared equally by the bus driver (or his or her union) and the Contractor; subject to the arbitrator’s availability and schedule, the arbitration shall take place within 45 days of the date an arbitrator is selected; and, if the bus driver will represent himself or herself at the arbitration, such bus driver shall be permitted to contact the arbitrator to discuss issues of procedure prior to the hearing, as long as the Contractor is provided an opportunity to participate in any discussions. This binding arbitration requirement does not require a Contractor to allow bus drivers to arbitrate any matters or disputes other than those involving work under the Contractor’s contract with MPS.

- I. No bus driver shall be discriminated against for exercising his or her right to binding arbitration.
- J. Discipline, including terminations, shall be for just cause.
- K. Contractors must replace a driver that proves unsatisfactory based on written notification from the Department of Business and Transportation Services. This action is not subject to the above binding arbitration process.
- L. Contractor must provide a copy of the “Employee Handbook” or like document to the bus drivers each contract year.
- M. Nothing in this Specification shall preempt the rights of employees to engage in collective action as protected under the National Labor Relations Act.
- N. Contractor is and shall remain independent (with the obligation solely on the Contractor's part to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income) providing consultation on the matters made the subject thereof. MPS understands the Contractor will engage in other business or trade for other persons or organization, at Contractor's discretion, during the time Contractor is rendering services for MPS, providing that such outside functions do not in any way restrict Contractor in performing the services provided for in this Contract.
- O. Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agrees to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under a contract.
- P. Contractor agrees that Contractor will not file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by a contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter.

G-05 Stand-By Drivers

The Contractor shall maintain no less than ten percent (10%) of drivers as stand-by drivers each and every day for a.m., mid-day and p.m. routes. Stand-by drivers should be the most capable and experienced drivers and must have no less than two (2) years consecutive experience as a bus driver assigned to MPS contracts. Contractors that are awarded athletic and/or after school activity service shall be required to have an additional 2 percent of stand-by drivers, for a total of twelve percent (12%) stand-by drivers. Contractors may not count Field Supervisors or dispatch staff as stand-by drivers. Contractors must ensure that stand-by drivers are

reasonable cause, in accordance with DOT Reasonable Cause Drug Policy Procedures. Contractors will provide documentation to MPS that the test was conducted.

- C. Substances Tested: Although the above regulations apply to all controlled substances, all drug tests will analyze an individual's urine to test for the presence of the following substances:
- Marijuana
 - Amphetamines
 - Cocaine
 - Phencyclidine
 - Opiates
 - Methylamphetamine
 - Acetylmorphine
- D. Testing Organizations: To ensure the integrity of the drug testing program, each bus company must contract with a reputable, DHHS-certified laboratory or clinic and a certified Medical Review Officer (MRO) that maintains an established quality assurance program in accordance with DOT regulations and procedures. All privacy rights and confidentiality must be adhered to by the Contractor.
- E. MPS Contract Compliance: MPS retains the right to conduct a review of a Contractor's drug and alcohol testing policies and procedures at any time. Failure to maintain a drug and alcohol testing program in accordance DOT regulations and procedures will result in the immediate cancellation of all or part of any contract between the Contractor and MPS.
- F. No later than September 1 of each contract year the Contractor shall provide the MPS Department of Business and Transportation Services with the name and address of the companies it has contracted with to perform its drug and alcohol testing program. Included in the report shall be a detailed document or brochure outlining the company's procedures for screening and testing drivers.
- G. Wisconsin statutes and CDL requirements relating to drug and alcohol testing shall apply, including all revisions by the U.S. Department of Transportation.

G-09 Criminal Background Check

- A. Contractors are to hire bus drivers within specifications as outlined by the State of Wisconsin for school bus drivers.
- B. All federal and state laws and statutes pertaining to school bus drivers shall apply, including any and all future revisions.
- C. Contractor shall not assign any employee or volunteer to transport or work with MPS pupils until the employee or volunteer has undergone a criminal and driving record background check and the employee or volunteer meets the requirements for driving a school bus as established by the State of Wisconsin.

G-10 Driver Training

- A. All drivers are to be provided with appropriate training and refresher courses each year in the following areas as a minimum:
- * Proper use of equipment including communications equipment;
 - * Defensive driving;
 - * Emergency and accident procedures;
 - * Identifying unusual passenger behavior;
 - * Student harassment and bullying;
 - * Conducting evacuation drills;
 - * Sensitivity training in working with disabled persons;

any and all liability for property damage and injuries to pupils, employees of the Milwaukee Board of School Directors and any other individual riding as passengers on any bus under this contract.

- D. A "Certificate of Insurance" indicating that insurance has been procured and is in effect, which covers the owner and the operator of the bus and also the Milwaukee Board of School Directors, shall be filed with MPS and the State of Wisconsin, Department of Transportation, as required by Wis. Stat. § 121.53(4).
- E. Evidence of the aforementioned insurance must be filed electronically with the Office of Finance, Department of Procurement and Risk Management's third party vendor, EXIGIS Risk Management, at the time of Contract execution. Contractor must provide ten (10) day written notice to MPS of any cancellation, non-renewal, or known material change in the aforementioned insurance for the duration of the contract.
- F. Contractor is responsible for carrying and maintaining for its employees Worker's Compensation and Employers Liability insurance. The Contractor is responsible for carrying adequate limits of employers liability insurance so that it can be scheduled under the contractor's umbrella policies. Evidence of the aforementioned insurance must be filed with the Office of Finance, Department of Procurement and Risk Management's third party vendor, EXIGIS Risk Management, at the time of Contract execution and is to be included on the certificate of insurance. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the Milwaukee Board of School Directors, including its agents, officers, and employees.
- G. Indemnification. Each Contractor agrees that it will indemnify and hold and save the Milwaukee Board of School Directors, its agents, officers, and employees harmless, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against the Milwaukee Board of School Directors, its agents, officers, and employees on account of any injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by any act, omission, negligence or misconduct on the part of the Contractor or any of its subcontractors, agents, servants or employees or any firm or corporation directly or indirectly employed by the Contractor upon or in connection with its performance under this contract. Such indemnification of the Milwaukee Board of School Directors, its agents, officers, and employees by Contractor shall be effective unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of the Milwaukee Board of School Directors' agents, officers or employees. Contractor covenants and agrees that in case the Milwaukee Board of School Directors shall be made party to any litigation commenced by or against the Contractor or relating to the operation, maintenance or use of the Contractor's buses used in the service of this contract, then the Contractor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs incurred by or imposed upon the Milwaukee Board of School Directors arising out of such litigation.

The indemnification obligation of the Contractor shall not be reduced or limited in any way by the existence or the nonexistence, limitation, amount or type of damages, compensation or benefits payable under the Workers Compensation laws or other insurance coverage the Contractor is required to carry in accordance with this contract.

G-14 Accident Reports

- A. Wisconsin Statutes § 121.53(6) shall apply.
- B. Each accident or injury which occurs when there are riders on the bus must be reported immediately to the Director of Business and Transportation Services using either the HOT LINE number, the Director of Business Services cell phone number, the general office number, or if unsuccessful, by faxing the pertinent information to 414-475-8113. It is the responsibility of the Contractor to insure that MPS has been informed of the accident. A written report describing the accident must be submitted to the Department of Business and Transportation Services within 24 hours.
- C. The Contractor will contact the school administrator with all available information immediately after contacting the Department of Business and Transportation Services. The Contractor shall update the

1. Spot checking driver performance at specific pick-up points and at schools;
 2. Riding a specific route where problems have occurred;
 3. Providing on-the-job training to drivers;
 4. Resolving problems between the Contractor's personnel and school officials or parents;
 5. Assigning stand-by vehicles and continuing service where bus breakdowns occur;
 6. Providing training to drivers according to the Contractor's safety training program; and
 7. Representing the Contractor at school or district meetings.
- C. Contractors must provide Field Supervisors according to the following formula. This schedule is applicable based upon the number of vehicles awarded to each Contractor pursuant to its contract.

| <u># of Vehicles</u> | <u>Staffing</u> |
|----------------------|-----------------|
| 1 - 50 | 1 Supervisor |
| 51 - 100 | 2 Supervisors |
| 101 - 150 | 3 Supervisors |
| 151 - 200 | 4 Supervisors |
| 201 - 250 | 5 Supervisors |
| 250 + | 6 Supervisors |

- D. MPS reserves the right to review the Field Supervisor roster and related duties at any time at the Contractor location. Failure to maintain the proscribed number of Field Supervisors will be considered a serious breach of the contract and may result in the cancellation of routes.

G-17 Vehicles

- A. All vehicles under contract must be school buses, as defined in Wis. Stat. § 340.01(56) and painted school bus yellow as set forth in Wis. Stat. § 347.44. Other alternative vehicles, including human services vehicles, as defined in Wis. Stats. § 340.01(23g), are not permissible for use, unless explicitly approved in writing by the Department of Business and Transportation Services. For purposes of these Specifications, the terms “vehicle” “school bus” and “bus” are used interchangeably. All vehicles must comply with all applicable laws, rules and regulations for the operation of buses and motor vehicles in the State of Wisconsin, including but not limited to:

Wisconsin State Statutes: Chapter 110, 121, 340, 347, 632
 Wisconsin Administrative Code: TRANS 300

All updates and revisions of any applicable law, rule or regulation shall be complied with immediately.

- B. Vehicles must be equipped with an operational two-way radio service. The minimum coverage area from base to mobile and mobile-to-mobile must include the entire established school district boundary. MPS will monitor the radio frequency.
- C. In addition to the requirements of TRANS 300.61(6) regarding the name and address of the owner or operator, all vehicles must display the name of the bus company on both sides of the vehicle and on the rear bumper in contrasting letters not less than four (4) inches high as permitted by TRANS 300.61(7).
- D. All vehicles must be equipped with a retractable crossing gate on the front.
- E. No bus operating routes under contract with MPS will have advertising placed upon or within it unless such advertising has been approved by MPS.
- F. All buses must be equipped with an electronic system that requires the driver to check the bus for children prior to exiting the bus. An alarm must sound if the bus is not checked. System activation shall not be

licenses and supplemental software/equipment needed for the complete operation of the digital video recording system. At a minimum, the digital video recorders must include:

- 15 days or 50 hours per week of recording time.
- Hard-drive based recording media, SD Card, or Solid State Drive formats are acceptable.
- Industry standard video format for playback on standard purchase MS Windows PCs.
- Ability to transfer video clips and still images to industry standard CD-ROM, USB/flash memory stick or DVD formats. Must have the ability to transfer the electronic file transfer in the file's native format to Google Drive or Microsoft Outlook Dropbox.

All recorded data produced by these digital video recorders shall be the property of MPS, pursuant to MPS Administrative Policy 4.04 once transferred to a viewable medium. Contractor must insure the confidentiality and integrity of the videos, and shall designate a limited number of staff members authorized to access the videos at the request of MPS. MPS's Director of Business and Transportation Services or his/her designee shall decide when a video is to be viewed, where the viewing will take place, and who is authorized to view the video.

Contractors shall ensure that non-authorized users cannot download the software or videos.

The video(s) shall be treated as confidential pupil records, with all the associated protections under the law. All persons viewing the videos shall follow all relevant MPS Policies and Procedures, state and federal laws as they relate to confidential pupil records.

Videos of Tier #2 and Tier #3 Incidents, as described in Specification G-32 shall be provided to MPS for review in a standard mutually agreed upon media format including, at minimum, .avi or .wmv and shared using MPS google drive account assigned to contractor by MPS. Requests for a review of chronic Tier #1 Incidents can be made by Contractors and/or schools.

Contractors and MPS will continue to develop and update, as necessary, guidelines and procedures for the handling, reviewing and disclosure of videos and the information they may contain.

- J. Seat belts or other protective restraints are required for all special education door-to-door routes. Bus drivers are responsible for putting students in the harness or other protective restraints.

Seat belts and/or other restraints may be required for other children on an individual basis at the direction of MPS and with parent/guardian approval.

Contractors who transport special education riders on door-to-door routes will be required to supply all needed harnesses and "STAR" child seats, if required by the student's I.E.P. Harnesses and seats must meet or exceed all federal safety standards and must be appropriate for each child for which they are intended.

Wisconsin State Statutes in regard to seat belts and child restraints shall apply.

- K. In the event MPS requires additional equipment other than those already set forth during the term of the contract, MPS will negotiate in good faith a rate increase applicable to such equipment installation.

G-18 Vehicle Capacity

A vehicle shall carry no more pupils than the posted seating capacity of the vehicle.

G-19 Inspection of Vehicles

- A. Vehicles are to be inspected daily and maintained by the Contractor.
- B. During the term of the contract, vehicles are to be inspected by the Wisconsin State Patrol.

Within one (1) week of contract execution, each Contractor must provide to MPS a Fleet Age Report which includes information in the following sequence: model year, manufacturer, size, fleet number, and license number. The report shall be sorted by age and include all stand-by vehicles.

MPS reserves the right to immediately terminate each and every route on which a Contractor is using vehicles that do not meet the age requirements.

G-21 Stand-By Vehicles

The Contractor shall maintain a sufficient number of vehicles on stand-by; no less than five percent (5%) of the number of buses contracted with MPS every day both AM, mid-day and PM. Contractors that are awarded athletic and/or after school activity service shall be required to have an additional two percent (2%) stand-by buses for a total of seven percent (7%) stand-by buses.

Stand-by vehicles should be located at strategic points during the hours that pupils are being transported, and have continual contact with the Contractor's dispatch. The Contractor must be able to respond to emergencies within fifteen (15) minutes.

Chronic failure to maintain the appropriate number of standby drivers and vehicles may result either in the cancellation of bus route contracts or the issuance of liquidated damages pursuant to Specification G30.

G-22 Performance in Inclement Weather

When MPS determines schools will be open, even with adverse weather conditions, it is expected that the Contractor will provide service. The Contractor must submit to the Department of Business and Transportation Services by November 1 of each contract year a written guarantee that they will be able to run each route awarded. Guarantees shall list what precautions the Contractor has taken to ensure bus performance, i.e., electric heaters, snow plows, maintenance work contracts, source of gas, late shift mechanics, etc.

G-23 Route Designator Signs

All Contractors are required to display a Route Changer on each bus. Route changers shall be hinge mounted in a horizontal position externally on the passenger side of the bus immediately to the rear of the service door and beneath the foremost window. This is the only acceptable position for the route changer. The route changers must hold up to 4 digits. The digits shall be 3 ¾ inches in size, and the route changer casing dimension shall be 7 inches high by 10 ½ inches wide. The route changer frame shall be black with white lettering. Only MPS authorized signs are acceptable. Failure to display the MPS authorized sign may result in the issuance of liquidated damages

III. SPECIFICATIONS PERTAINING TO SCHOOL NEEDS

G-24 School Calendar:

- A. Although regular school transportation will normally be required for a period of between 175 and 180 school days, MPS will not be obligated to the Contractor during days when schools are closed due to fire, flood or other weather conditions, school-district related strikes, acts of God, riots, war, picketing, civil commotion or other conditions outside its control. MPS will not be obligated to the Contractors for days when schools are closed due to School Board action. Individual schools may cancel services without penalty.

Note: All high schools, traditional middle schools (6-8), and select elementary schools have adopted an early start calendar. All other MPS schools remain on the traditional calendar

- B. Minimum Day Guarantee: MPS will guarantee 60% of the daily rate for each day in which a wrap-around route runs less than 175 days over the course of the school year. The route must have started on the first day of school and must fall under the MPS Regular and Special Education Contract. The guarantee does

- C. No later than October 1 of each year, the Contractor must provide a copy of its vehicle coordination listing to the Department of Business and Transportation Services. The copy of the coordination must be in an Excel spreadsheet format, and include the following information as described below:

| <u>MPS Bus</u> <u>#</u> | <u>AM Route</u> <u># Early tier</u> | <u>AM Route</u> <u># Late tier</u> | <u>Mid-day</u> <u>Route #</u> | <u>PM Route</u> <u># Early tier</u> | <u>PM Route</u> <u># Late tier</u> | <u>Contractor</u> <u>Bus ID #</u> |
|----------------------------|--|---------------------------------------|----------------------------------|--|---------------------------------------|--------------------------------------|
|----------------------------|--|---------------------------------------|----------------------------------|--|---------------------------------------|--------------------------------------|

This information must be electronically transferred to the Department of Business and Transportation Services. Paper copy only will not meet this requirement. Contractor must provide a current vehicle coordination listing to the Department of Business and Transportation Services upon request.

IV. SPECIFICATIONS PERTAINING TO RIDERS

G-28 Rider Lists:

- A. Only riders authorized by MPS or attending MPS/programs are permitted on MPS contracted vehicles.
- B. MPS, private and suburban school administrators shall authorize parents/guardians to ride with their child to and from school with 24 hours' notice and on a "seat-available" basis. Contractors may refuse parent/guardian riders due to parent authority interference. Contractors must communicate all refusals to ride to the Department of Business and Transportation Services and to the school administrator.
- C. Passengers other than pupils or parent riders assigned by the Department of Business and Transportation Services shall not be carried in the vehicles while they are being used to transport pupils except as otherwise stated or as authorized in writing by the Department of Business and Transportation Services. Breach of this provision will result in immediate cancellation of that route. Private contracts are permitted. Notification of such contracts must be provided to the Department of Business and Transportation Services.
- D. Contractors shall have access to T.R.I.P. to display and print bus route information, including rider lists. It is the responsibility of the Contractor to insure that the bus driver has an updated record of students assigned to the bus. A functional MDT must be used on buses serving all MPS contracts unless the MDT is being replaced. A printed route list may be used a replacement only in those instances but must not be more than ten (10) days old. Failure to demonstrate that the bus driver has a functional MDT or, in its place during instances of repair, an updated student rider list, will result in Liquidated Damages as set forth in G-42.
- E. Rider lists are subject to alteration upon notice from the Department of Business and Transportation Services, the respective school principal, or the appropriate Special Education Office via various MPS transaction forms, such as student add/drop/change forms and TF-01 forms.
- F. If at any time the driver is concerned about or does not recognize a student boarding the bus at a school site, the driver shall seek assistance from an MPS staff member in the area to verify the eligibility of the student. If anyone brings to the attention of the driver at the school site that a student not assigned to the bus has boarded, it is the driver's responsibility to check with the school staff to ensure the student is authorized to be on the bus before departing from the school.
- G. The Contractor agrees to maintain the confidentiality of any information regarding student riders which may be obtained from any sources associated with this service, other than information necessary to the performance of service, or the health and safety of the riders.
- H. Rider Audit: Contractors shall assist in the execution of the state required annual rider audit process for MPS that validates actual ridership of assigned students. For this process, drivers shall utilize installed MDTs to check riders onto each MPS contracted school bus during the rider audit process. This rider audit process is performed over the course of a particular week of the school year.

direct the driver to continue to drop students with the student remaining on board, until parental contact is made and arrangements for delivery of students are made. Should contact remain unsuccessful, the driver, upon authorization by MPS, shall deliver the student to the MPS Administration Building Transportation Day Care.

G-31 Evacuation Drills

- H. Each Contractor shall conduct two (2) bus evacuation drills for each route during each contract year. These drills shall be conducted in the months of October and March. No evacuation drills are required for J-term or summer contracts unless otherwise requested by MPS.
- B. Evacuation drills are to be conducted at the school of destination and are to be supervised and verified by a school administrator. Where routes to two schools are combined on the same vehicle and double drop-offs are made (i.e. 7:55-8:00 a.m. or 8:55-9:00 a.m.) the Contractor may conduct the evacuation drill only at the first school site when all children are on the vehicle, i.e. 7:55 or 8:55 a.m.
- C. Completed evacuation drills are to be reported on the Evacuation Drill Form which will be provided by the Department of Business and Transportation Services. Completed reports are to be returned to the Department of Business and Transportation Services within five (5) business days of conducting the drills.

G-32 Bus Behavior Management

MPS and the Contractors servicing MPS realize the importance of an effective student bus behavior management program. The parties realize that to be effective in addressing student behavior problems, the program must be flexible and adaptive. Contractors agree to support MPS in its efforts to enforce and make changes, as needed, to the MPS Bus Behavior Management Program.

It is understood by Contractors and MPS that qualitative and statistical data will be gathered by MPS through its HEAT program and other sources in an effort to evaluate the effectiveness of the MPS Bus Behavior Management Program. MPS agrees to share this evaluative data with Contractors at frequent intervals throughout the school year so that Contractors may react to improve upon any perceived problems.

Student behavior infractions are broken down into three categories: Tier # 1 Offenses (Minor), Tier # 2 Offenses (Severe) and Tier # 3 Offenses (Emergency)

| Tier # 1 (Minor) Offenses: | Tier # 2 (Severe) Offenses: | Tier # 3 (Emergency) Offenses: |
|--|--|--|
| <ul style="list-style-type: none"> • Unacceptable Language – Profanity • Disruptive Horseplay • Out of Seat/Standing • Willful Disrespect to School Bus Driver – Verbal • Willful Damage to School Bus Property – Vandalism • Throwing Objects in Bus or Out Window/Littering • Running in the Aisles • Yelling/Excessive Noise on Bus • Other: | <ul style="list-style-type: none"> • Fighting • Exited via Emergency Door • Bullying/Hazing • Other: _____ | <ul style="list-style-type: none"> • Injury to Student, Bus Driver or Citizen • Significant damage to bus or other property • Possession of a weapon • Controlled Substance • Sexual Misconduct/Assault |

Contractor responsibilities under the MPS Bus Behavior Management Plan are as follows:

- A. Contractor is not permitted to punish any rider, and at no time may a driver evict an assigned rider from a vehicle. Authorized riders are not to be refused service unless explicitly authorized by MPS. A driver is to

return service. While it is normally the case, there is no guarantee that a company will be awarded both the AM and PM service for a route.

Routes and buses have been developed based on projected school year requirements. The routes do not necessarily reflect the final routes for the start of the school year, either in the first year or subsequent years of this contract. Bus routes will be updated based on additional student data. Bus/route prices will be recalculated annually in July and each consecutive July of the contract, and will be the contract price for each year of the contract.

- B. For all MPS computer-scheduled routing, route summaries describing the location and sequence of stops, the number of riders, and the elapsed time and mileage will be provided by the Department of Business and Transportation Services from the T.R.I.P. Contractors must make all stops in the sequence shown. Bus drivers must run the route as described on the MDT or T.R.I.P. generated route sheet.
- C. Routes are scheduled to arrive at school in the morning 10 minutes prior to the starting bell time. Except for regular high schools routes, which buses are scheduled to drop off 15 minutes prior to the starting bell time, Contractors may not drop off students prior to 10 minutes before the starting bell time. Buses are scheduled at school in the afternoon 5 minutes prior to the dismissal bell time for the early tier schools. Failure to arrive 5 minutes prior to the dismissal bell for an early tier school may result in Liquidated Damages pursuant to G-42. Contractor shall be notified of an early arrival time via the HEAT ticket process. Bus drivers must adhere to the District's Anti-Idling policy found in Section XV.
- D. Each driver must have an updated route list on the vehicle at all times. The route list must have the pick-up point as well as the name of each student on the route. MPS generated route lists are the "official" lists to be used by the driver. Failure to keep an MPS generated route list on the vehicle may result in cancellation of the route contract and/or Liquidated Damages pursuant to G-42. A functioning MDT will meet this requirement as will a printed route list for instances when the MDT is not functional.
- E. Routes may not be subcontracted without express permission of the Department of Business and Transportation Services.
- F. Only authorized stops are permitted when students are on the vehicle. Unauthorized stops may result in cancellation of the route and/or Liquidated Damages pursuant to G-42.

G-35 Route Times

- A. Buses are not to discharge students at their destination schools in the AM before the designated time on the route summary report. Generally, this is 10 minutes before the start of school. However, exceptions are made for unique school conditions. Adjustments to routes must be approved by The Department of Business and Transportation Services.
- B. Corner Pick-Ups: For both AM and PM runs, a bus is not to depart from a stop before the time listed for that stop on T.R.I.P. Drivers are required to make all stops on the route at the times indicated, including "shelter" and "dead" stops.
- C. Curb-To-Curb Pick-Ups: The driver is expected to stop at the address. If the Contractor has not been notified that the student is not riding, the driver will wait 30 seconds unless waived on by a responsible person.
- D. If due to weather or other conditions a route is run so late that no riders are picked up, the Contractor is responsible to report to the school as well as to notify the Department of Business and Transportation Services by phone. If unreported or not due to weather, failure to report may result in cancellation of the route contract and/or Liquidated Damages pursuant to Specification G-42.
- E. Route prices are calculated in the P.M. from the time the bus is scheduled to depart from the school after loading all riders. For early tier routes, Contractors are to ensure that buses arrive at the school site prior to

- B. Any route or combination of routes may be cancelled at any time without penalty if the Director of Business and Transportation Services determines that the requirement for the service no longer exists. This includes insufficient riders, route consolidations and school closings/consolidations.
- C. Any route or combination of routes may be cancelled at any time through mutual agreement of the Contractor and the Director of Business and Transportation Services.

G-39 Driver/Route Orientation

- A. A driver/route orientation will be scheduled before the start of the school year for early start routes and other traditional calendar bus routes. The Contractor is required to have their drivers “Dry Run” each route. The actual date of the Dry Run will be determined by the Director of Business and Transportation Services.

All routes, a.m, mid-day and p.m must be run as close to schedule as possible. The morning routes must be driven by the driver assigned to those routes and according to the regularly scheduled times. The afternoon routes must be driven by the driver assigned to those routes.

- B. Unless specifically authorized by the Director of Business and Transportation Services, the bus driver assigned to early start routes will continue to be assigned to those routes when the traditional school calendar starts. The driver must “Dry Run” both the early start route and the other traditional calendar route during the “Dry Run” day.
- C. The Contractor shall notify MPS of the results of its Dry Runs by submitting a listing noting any findings (suggested changes) or marking them completed and by doing so attesting to the completion of each Dry Run. The Contractor shall forward this information to the Director of Business and Transportation Services.
- D. No fees will be paid for the driver/route orientation.
- E. There will be no driver/route orientation for field trip, summer school or athletic routes.

VI. SPECIFICATIONS PERTAINING TO INVOICES

G-40 Invoices

- A. Invoice formats for the majority of the routes serviced by each Contractor will be provided by the Department of Business and Transportation Services. This format may be updated monthly and provided to Contractors accordingly.
- B. The Contractor must use the MPS invoice system for all services.
- C. Invoices are to be submitted, and will be paid, on a monthly basis, unless otherwise specified in the Contract.

G-41 Payments for Paired Cancellations

- A. After November 1 of each year, in the event one route of a MPS paired route is cancelled for reasons other than nonperformance, the Contractor may request the Director of Business and Transportation Services to increase the price of the remaining route to 70% of the combined total of the two routes.
- B. The request may be made only if neither the Contractor nor MPS can re-pair the remaining route with another single route. If either MPS or the Contractor can re-pair the route, the 70% formula does not apply starting with the date of the re-pairing.

*"Failure to perform" as set forth in Item A is defined as:

- failure to run the service contracted for;
- arriving at school more than 30 minutes late without notice of accident or breakdown;
- transporting less than 75% of the riders; or
- combining a route schedule without prior approval of the Department of Business and Transportation Services.

Unless specified in Items A-S, Liquidated Damages will not be assessed unless the Contractor has been notified, and has had an opportunity to respond to the service complaint(s). Contractor shall have seven business days to appeal the issuance of Liquidated Damages to the Director of Business and Transportation Services.

G-43 Serious Service Incidents, Assessments, & Other MPS Action

A. In addition to the incidents listed above in G-42, a serious service incident, such as the following must be dealt with separately:

- an incident which results in the loss* of a child;
- physical abuse of a student, school staff or parent; or,
- failure to properly secure all seat belts, harnesses, and wheel chairs as required.

*"Loss" is defined as any period of time when neither the Contractor, the school, nor the parent/guardian/caregiver has knowledge of the student's whereabouts. Examples include sleeping students left on vehicle, child being "kicked-off" at stop other than his/her own, and assigned child not being allowed to board and left at stop.

Contractors shall immediately inform the Department of Business and Transportation Services and the school administrator of the school following an incident in which it has been determined that a student has been left unattended on a school bus for any length of time. A student is considered to have been left unattended on the bus when the bus driver has left the vicinity of the bus. Bus drivers who leave a student unattended shall be immediately suspended from servicing MPS students, pending a police investigation.

B. MPS recognizes its legal and ethical obligations in the detection and reporting of suspected child abuse and neglect to the proper authorities pursuant to Wisconsin State Statutes Chapter 48. Upon receipt of written notification from the Director of Business and Transportation Services, Contractors shall immediately remove from driving duties any driver or staff member suspected of abuse or neglect pending final resolution by authorities.

C. In addition, serious, one-time incidents that don't necessarily fall under the descriptions already outlined in this G-43 will be reviewed and appropriate actions taken. Serious incidents may result in the immediate cancellation of the contract for that bus route or a \$1,500.00 (maximum) assessment as direct response to a serious, one-time incident as noted above. A conference (either in person or over the phone) with the Director of Business and Transportation Services will be held prior to imposing the assessment or canceling a route. The decision of the Director of Business Transportation Services shall be final.

G-44 Revisions to Contract Prices

A. Routes are planned with excess capacity and normally will change during the school year. These changes must be authorized by the Department of Business and Transportation Services and are to be accomplished on a "no charge" basis. If, however, such requests for changes result in significant increases in mileage and time of at least twenty percent (20%) the Contractor may request a revision to the route price.

B. Requests for revision of a route price must be made in writing and must include all pertinent information including number of students, route time, route mileage, and effective date of the requested revision.

The results of the performance reviews and audits will be an integral factor in the awarding of additional contracts pursuant to MPS's bidding process..

IX. SCHOOL BUS IDLING POLICY

Contractor shall limit idling to no longer than five (5) minutes unless vehicle is in transit. Loading and unloading at route stops is considered in transit. Bus yards, charter trips, school zones and park-outs are not considered in transit.

Exceptions to this policy include: conditions that would compromise passenger safety, idling while in traffic or at stop signs/lights; and repairs or maintenance that requires the engine running.

Buses must be turned off as soon as possible after arriving at loading/unloading zones. This applies to charters, athletic events and field trips equally. School buses should not be restarted until they are ready to depart and there is a clear path to exit the pick-up area.

Idling for early morning warm up must be limited to manufacturer's recommendation or weather conditions. If warmth of the bus is an issue and idling is necessary, it must be kept to a minimum and occur outside the school loading zone, if possible.

Contractors must have a detailed strategy to train drivers on anti-idling procedures and anti-idling signage will be posted in all bus company locations.

Bus Behavior Management (20 points) will measure operational compliance and effort to implement the MPS Bus Behavior Program.

Vehicle Inspection Reports (10 points) measure the initial pass/fail rate of the annual state inspection of buses.

The final evaluation tool is the award of extra points for customer service above expectations. The Director of Business and Transportation Services may award a point, up to a total of 10 points for extra-ordinary incidents of customer service. The award of these points will be at the sole discretion of the Director of Business and Transportation Services.

A more detailed review of each evaluation criteria is provided below.

| Vendor Category Percent | Points |
|-------------------------|----------|
| Less than-Equal to Ave. | 6 points |
| 0-3% above average | 5 points |
| 4-7% above average | 4 points |
| 5-8% above average | 3 points |
| 9-12% above average | 2 points |
| 13-16% | 1 points |
| Greater than 17% | 0 points |

Example: Company A had a lower percent of breakdowns than the average total, and would receive 6 points for breakdowns. If a company has a higher percentage than the average total, 0 point will be added to their score. Company B would not receive 6 points for breakdowns. The same calculation would be performed for accidents and service complaints.

Any circumstance whereby a Breakdown or Accident is found by PTS to be 'Non Reported' by vendor within the required timeframe (see G-36) will count as (20) 'Reported' instances for the purpose of this Contractor Evaluation Scoring.

2. SURVEY APPRAISALS

This part of the evaluation process consists of a confidential survey of the Manager of Transportation and Transportation Assistants. The Manager of Transportation will have 8 points to award, and the Transportation Assistants will have collectively 10 points to award. The award of points is at their sole discretion and cannot be appealed.

Note: When a new RFP has been issued, new respondents who do not have a current contract with the District will be not evaluated on the Survey Appraisals. New respondents in this evaluation criterion will be evaluated on respondent's previous experience and qualifications have done in environments comparable to MPS. Respondents in this section will need to provide at least three specific client references, including the names and contact information of the individual(s) you would propose MPS contact. MPS reserves the right to contact or visit any party listed as a reference. MPS also reserves the right to use other sources to obtain information about respondent's experience

3. CONTRACT COMPLIANCE/AUDIT

The third part of the evaluation process includes a measure of contract compliance. Each year, a compliance audit will be conducted based on the "*Specifications and Operating Procedures*". Contractors will be notified two business days prior to the audit. The specifications that will be audited are listed below:

- G-01 Bus Terminal Location (C), G-02 Facilities and Equipment (C, G-03 Operations (C)
- G-04 Drivers (C)
- G-05 Stand-By Drivers (C)
- G-06 Driver Roster (C)
- G-07 Driver Pay
- G-08 Drug Testing and Alcohol Screening Program (M)
- G-13 School Bus Insurance (M)
- G-15 Computers and Telephones (C)
- G-16 Field Supervisors (C)
- G-17 Vehicles (C/M)
- G-20 Age of Vehicles (C/M)
- G-21 Stand-By Vehicles (C)
- G-28 Rider Lists (C)

5. BUS BEHAVIOR MANAGEMENT

It is understood by bus contractors and MPS that qualitative and statistical data will be gathered by the district through its HEAT program and other sources in an effort to evaluate the effectiveness of the MPS Bus Behavior Management Program. MPS agrees to share this evaluative data with contractors at frequent intervals throughout the school year so that contractors may react to improve upon any perceived problems.

Companies will be evaluated on four (4) criteria. They are:

1. Timely and accurate reporting (5 points). Tier # 2 infractions are entered in the HEAT system within two business day of occurrence. Companies that have Tier # 2 infractions entered within 48 hours > 95% for the year to date average will be awarded the 5 points. Companies that have a year to date data entry for Tier #2 infractions entered within 48 hours between 90 and 95% will be awarded the 4 points. Year to date averages for a contractor between 85-90% will be awarded 3 point; year to date averages between 80-85% will be awarded 2 points; year to date averages between 75-80% will be awarded 1 point; and 0 points if year to date averages is under 75% entered within the 48 hour threshold.

| Year to Date Ave < 48 hour data entry | Points |
|---------------------------------------|----------|
| 95% + | 5 points |
| 90%-95% | 4 points |
| 85%-90% | 3 points |
| 80%-85% | 2 points |
| 75%-80% | 1 points |
| < 75% | 0 points |

2. Collaborative Efforts (5 points) The Behavior Management Representative is required to visit each school a minimum of twice (2x) a year, the first completed by January 15 and the second completed by May 15. Principals or designee will be required to complete a survey after each visit. A copy of the survey is found as Appendix A. Companies that successfully visit each school will be awarded 5 points. For each school not visited, **.1 point will be deducted**, up to a maximum of 2 points.

Bus companies will be notified if they are being viewed as lacking effort and/or participation and will have an opportunity to demonstrate otherwise. Any reduction in points will be made by the Director of Business and Transportation Services.

3. Positive Behavior Activities (5 points) Bus Companies that can demonstrate the use of positive behavior activities will be awarded 5 points. Bus companies will have to demonstrate that these activities improved student bus behavior. Points can also be gained by developing activities/materials that can be used throughout the district. The Director of Business and Transportation Services has sole discretion in the award of these points.

Bus Companies will be asked to participate in developing an action plan with these schools to address student behavior. MPS expects a reduction in entries in HEAT Ridership Complaints and Tier 3 Incidents called into the MPS HOTLINE for their routes serviced through these efforts. Points will be calculated based on the percentage reduction in HEAT these referenced entries as follows:

| | |
|---------------|-----------|
| 97-100 points | 25 points |
| 94-96 points | 24 points |
| 91-93 points | 23 points |
| 88-90 points | 22 points |
| 85-87 points | 21 points |
| 83-84 points | 20 points |
| 81-82 points | 19 points |
| 79-80 points | 18 points |
| 76-78 points | 17 points |
| 72-75 points | 16 points |
| 68-71 points | 15 points |
| 65-67 points | 14 points |
| 62-65 points | 13 points |
| 60-61 points | 12 points |
| 55-59 points | 11 points |
| > 54 points | 10 points |

MPS will associate a dollar amount to each quality point which shall be applied to each point less than 25. For each point less than 25, that dollar amount shall be added to the base amount per bus. That dollar amount will be based on 25% of current fiscal average of a bus, which will then be divided by 25 for each point.

The renewal award will be based on the evaluation score as in January of each school year and will be a cumulative score tabulating each year's performance review while under the same contract – including extensions. A final evaluation score will be computed in June of each school year. Vendors may have their award adjusted downward if their performance has deteriorated significantly since January 20 of any given school year. A significant deterioration is defined as a 20% decrease in total points.

When a New RFP has been issued, the median evaluation score from the totality of the current contract period shall be used as that Contractor's quality point during the evaluation process.

MPS School Visit Survey Form