

**(ATTACHMENT 5) ACTION ON REQUEST TO WAIVE ADMINISTRATIVE POLICY  
3.09(9)(e) AND EXTEND CONTRACTS FOR TRANSPORTATION SERVICES**

Contract Requisition Number: R241157  
Contract Number: C021112  
Vendor Number: V0564974

**MILWAUKEE BOARD OF SCHOOL DIRECTORS  
PROFESSIONAL SERVICES CONTRACT THIRD EXTENSION & MODIFICATION**

On July 1, 2014, the Milwaukee Board of School Directors (“MPS” or “Board”) and Dairyland Buses, Inc. (“Contractor”) entered into Professional Services Contract number C021112 (“Contract”) with a term of July 1, 2014 through June 30, 2015. The Contract, (¶ 2), provided for two additional one-year extensions subject to Board approval and contingent on the appropriation of Board funds. The Contract was extended for the first additional one-year term from July 1, 2015 through June 30, 2016 as well as the second additional one-year extension from July 1, 2016 through June 30, 2017. The parties now mutually agree to extend the Contract for an additional one-year extension.

As such, the Contract will be extended for a term from July 1, 2017 through June 30, 2018 under the same terms and conditions as set forth in the Contract, except as specifically set forth below.

The amount to be encumbered on the Contract shall not exceed \$7,656,480 for the term from July 1, 2017 through June 30, 2018.

In accordance with ¶ 19 of the Contract, the parties modify those terms and conditions identified below.

**MODIFIED TERMS:**

1. Paragraph 1 of the Contract is modified as follows:

Attached hereto as Exhibit A and incorporated by reference is “General Specification and Operating Procedures for School Bus Contractors, Effective July 1, 2017.” This Exhibit A replaces and supplants the Exhibit A previously attached to the Contract, the First Extension, and the Second Extension. It is understood that, henceforth, all references in the Contract, the First Extension, the Second Extension, and the Third Extension to General Specifications refers to this amended document.

2. Paragraph 3 of the Contract is deleted and replaced with:

Type	Base Amount	Cost Per Hour	Cost Per Mile
16-35 passenger	\$168.44	\$ 23.93	\$ 0.41
36-72 passenger	\$191.33	\$ 23.78	\$ 0.58

The amount to be encumbered for this additional one-year term shall not exceed \$7,656,480; the initial payment, which may be made ten days before services begin, will be \$765,648.

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

Milwaukee Public Schools  
Attn: David Solik Fifarek  
5225 W. Vliet Street  
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. 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.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

3. Paragraph 9 of the Contract is modified as follows:

“A criminal informational background check is required as set forth in Section G-36 of the General Specifications and Operating Procedures 2014-2015 School Year” is replaced with “A criminal informational background check is required as set forth in G-38 of the General Specification and Operating Procedures for School Bus Contractors, Effective July 1, 2017.”

4. Paragraph 10 of the Contract is modified as follows:

“G-40 of the General Specifications and Operating Procedures 2014-2015 School Year” is replaced with “General Specification and Operating Procedures for School Bus Contractors, Effective July 1, 2017.”

CONTRACTOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

Dairyland Buses, Inc.  
3850 N. Holton Street  
Milwaukee, WI 53212  
414-963-8770

Tax ID: XXXXXXXXXX

Budget code(s):	
RTS-0-0-TRS-DW-EPPT	\$3,432,000.00
RWT-0-0-TRS-DW-EPPT	\$3,120,000.00
TED-0-0-TRS-DW-EPPT	\$208,000.00
SM1-0-0-TRS-DW-EPPT	\$478,400.00
AST-0-0-TRS-DW-EPPT	\$72,800.00
RTS-0-0-TRS-DW-EVSPFPUB	\$52,000.00
PMO-0-0-TRS-DW-EPPT	\$7,280.00
MDK-0-0-TRS-DW-EPPT	\$104,000.00
KMT-0-0-TRS-DW-EPPT	\$52,000.00
HLT-0-0-TRS-DW-EPPT	\$52,000.00
SMT-0-0-TRS-DW-EPPT	\$78,000.00

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: \_\_\_\_\_  
*Kari H. Race, J.D., Acting Director  
Procurement & Risk Management*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Darienne B. Driver, Ed.D.  
Superintendent of Schools*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Mark A. Sain, President  
Milwaukee Board of School Directors*

Date: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_  
*Risk Management*

Date: \_\_\_\_\_

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

GENERAL SPECIFICATIONS AND OPERATING PROCEDURES  
FOR SCHOOL BUS CONTRACTORS  
Effective July 1, 2017

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.

**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.

Contractors shall provide Department of Business and Transportation Services with an updated organizational chart and job descriptions for all operational personnel no later than July 1 of every contract year. Operational personnel are defined as those individuals directly involved in the control, supervision, training and monitoring of daily bus operations. **Operational personnel are not to be assigned duties as a driver.**

III. VEHICLES AND VEHICLE MAINTENANCE

**G-04 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 under the control of the driver. MPS reserves the right to reject any method proposed by a Contractor and require an alternative method be used.
- G. Bus interiors shall be swept on a daily basis and kept in a safe and sanitary condition. The exterior of the bus shall be kept clean enough to ensure visibility out of all windows and visibility of all markings on the bus.
- H. All buses must be equipped with a GPS/AVL system unit that integrates with the MPS's Trapeze AVL/VEO NOW software program. Contractor is responsible for purchasing, installing and maintaining all necessary equipment on each vehicle. Contractor is responsible for the cost of cellular air time to transmit data from the GPS/AVL equipment on the buses to the terminal, and from the terminal to MPS. Contractor is responsible for ensuring the equipment is fully operational while operating MPS routes or trips. Any software fees or related Trapeze charges, not related to equipment, will be the responsibility of MPS.

MPS will provide each Contractor with access to the web-based AVL/VEO NOW software program so that they may track and review the same assignment and route data tracked and reviewed by MPS. MPS will supply access to this system at its sole cost. Each Contractor shall supply the necessary hardware to access the system at its sole cost.

Contractors are responsible for daily updates to GPS bus assignments. Contractors will utilize MPS-provided Mobile Data Terminals (MDTs) to track GPS assignments. MPS will provide daily downloads of route data to the MDTs. Changes and updated data must be uploaded prior to the start of AM, Mid-day and PM routes.

MDTs shall be installed on all buses under contract with MPS, including the standby vehicles referenced in Specification G-08. A Contractor may ask MPS for a temporary limited waiver of this requirement due to emergencies and unanticipated maintenance needs. Such waiver may be granted by the Director of the Department of Business and Transportation Services, in his/her sole discretion.

Contractors will be responsible for the installation and non-software maintenance of the MDTs on their buses. Failure to do so can result in liquidated damages or cancellation of the noncompliant contracted bus.

Replacement mounting kits or individual mounting kit parts needed due to wear and tear or theft are the responsibility of the Contractor.

In the event of failure of a MDT unit, while under warranty, a replacement will be provided by MPS pursuant to its agreement with the manufacturer. MPS will provide service for malfunctioning units and assure the existence of replacement units available when units are not functional and require service. MPS

will establish a system for Contractor verification of MDT units issued to each Contractor. Damages to MDT units suffered during the course of routine route operation or while being attached or removed from MDT mounts on buses by drivers or maintenance staff will be repaired by MPS or a replacement unit will be issued.

For damages incurred to buses that are determined by Contractor maintenance staff to be directly caused by the MDT units, Contractors can request reimbursement from MPS for up to half the cost of the total repair necessary. MDT unit caused damages shall be reported immediately to MPS and Contractors shall provide documentation detailing associated costs that are necessary to repair. MPS reserves the opportunity to obtain its own estimate of damages when such damage claims are made. In the event of ongoing damages to buses due to MDT installations, MPS will negotiate in good faith with Contractors changes to these Specifications to alleviate said damages.

MPS will reimburse Contractors up to 50% of the cost for any MDT units stolen on secured MPS-owned or Contractor-owned lots. However, MPS reimbursement will only be provided if the Contractor submits to MPS, as part of its incident reporting process, an official police report detailing the lot theft. MDT units lost or stolen off of Contractor lots or off MPS-owned lots are the sole responsibility of the Contractor. Contract shall replace with a Trapeze compatible MDT model within 15 days of the unit being lost or stolen.

Contractors are responsible for purchasing, installing and maintaining all necessary replacement MDT equipment on each of their vehicles. MPS will ensure the availability of conforming MDT units, through its supplier, at a price of \$549 per MDT unit (including metal casing), and \$125 per MDT mounting kit or actual prices if lower. Contractors will assume responsibility for replacement due to theft or damage to the MDTs or caused by attempted theft of MDT units.

Units proven to be defective by MPS or affected by the MPS student body while servicing MPS activities will not have negative effect on Contractor rating until replaced by MPS and a reasonable time is given for MDT to be reinstalled into assigned vehicle.

- I. 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.

- J. Contractors must provide digital video recorders for a quantity of buses equal to at least 10% of the award under each MPS contract. MPS has the right to designate these camera-equipped buses be used on certain routes. Contractor shall maintain a log of the date, bus number, and driver for those camera-equipped buses for review by MPS. Contractors shall retain ownership of the video equipment and will be responsible for all maintenance and repair and/or replacement of the equipment, as well as all hardware 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, per 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) 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.

Tier #2 and Tier #3 Incidents, as described in Specification G-20 shall be provided to MPS for review in a standard mutually agreed upon media format including, at minimum, .avi or .wmv. 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.

- K. In the event that 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-05 Vehicle Capacity:** A vehicle shall carry no more pupils than the posted seating capacity of the vehicle.

**G-06 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.
- C. The Contractor shall forward to the Department of Business and Transportation Services a copy of each vehicle inspection report within ten (10) calendar days of the inspection.
- D. Contractors that fail to adequately maintain their vehicles in good repair, which determination shall be made by MPS in its sole discretion, may be subject to penalties, performance mark-down and route cancellation. This list of remedies to MPS for Contractor's failure to adequately maintain their vehicles in good repair is non-exhaustive.

**G-07 Age of Vehicles:**

- A. Definitions:
  1. *Fleet* - All vehicles used on MPS routes, including standbys.
  2. *Van Type or Integral Bus* - A bus manufactured as an integral unit and not constructed with a separate body and chassis. Generally designed to carry less than 22 riders.
  3. *Body on Chassis Type Bus* - A bus manufactured in two stages with a body mounted on a truck or specifically designed bus type chassis in a separate operation. Generally designed to carry 22 or more riders.

4. *Remanufactured Vehicle* - Remanufacturing, re-bodying, and/or replacement of major components of the vehicle such that the vehicle is re-titled by the Wisconsin Department of Motor Vehicles as a newer model.
5. *Standbys* - Those vehicles not regularly assigned to MPS routes; vehicles which are used only in the event of breakdown or other emergencies.

B. Average Age:

1. The Fleet Average Age for Van Type or Integral Buses may not be more than 8.5 years.
2. The Fleet Average Age for Body on Chassis Type Buses may not be more than 9.5 years.

C. Maximum Age:

1. No Van Type or Integral Buses may be older than 10 years.
2. No Body on Chassis Type Buses may be older than 12 years.

D. Remanufactured Vehicles:

Remanufactured vehicles will be considered as belonging to the year indicated on the new title provided by the Wisconsin Department of Motor Vehicles.

The Contractor will be required to provide a copy of the new title to MPS for each vehicle to be considered as such.

E. Award Eligibility:

Only those vehicles meeting the maximum age requirements outlined in item "C" will be considered. Because vehicle model years and contract years often do not coincide, a vehicle whose model year begins immediately prior to a contract year shall be considered one year old for purposes of Specification G-07-C (i.e. a 2014 model year is considered 1 year old for the 2015-2016 contract year)

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-08 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, the issuance of liquidated damages pursuant to Specification G30.

**G-09 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. Each 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-10 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

#### IV. SPECIFICATIONS PERTAINING TO SCHOOL NEEDS

##### **G-11 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: Beginning the 2017-2018 school year, all high schools, traditional middle schools (6-8), IB and Year Round schools shall adopt 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 not apply to any routes not within the above named contracts, such as mid-day kindergarten, early childhood, or after school activity routes.

Note: The minimum guarantee does not apply to any routes that do not begin with the first day of school for any school site.

- C. An update to the master school calendar shall be furnished prior to the opening of each school year. Each month a calendar will be issued. It is the responsibility of the Contractor for adhering to any special schedules or shortened schedules. Individual schools, either MPS, private or suburban, may adjust their calendars to meet their individual needs only with explicit authorization of MPS's Department of Business and Transportation Services. MPS will pay 60% of the daily rate when the paired school operates and the other school does not. Any adjustments to bus rates must be approved by MPS.
- D. MPS reserves the right to change the school hours or days of attendance of any or all schools any time prior to the award of the agreement and at any time thereafter.
- E. IB, high schools, traditional middle schools and year-round schools: MPS will pay 60% of the daily rate for each bus when an IB or Year Round schools operates and its paired route does not.

##### **G-12 Early Dismissals and Emergency Closings:**

- A. Contractors should make a reasonable attempt to accommodate early dismissals. Additional payment for early dismissals will be considered only if the early dismissal results in an increase in costs. Payments for early school dismissals are to be made only when authorized through the Department of Business and Transportation Services. In the event that payment is authorized, it shall be \$35.00 per route for a "Late Arrival" or "Early Dismissal" during non-peak hours (9:30 am – 1:30 pm), and \$70 during peak hours.

- B. The Department of Business and Transportation Services shall notify the Contractors regarding emergency school closings except as per item "C" below.
- C. A private and/or suburban school is authorized to call the Contractor regarding an emergency school closing if MPS's Department of Business and Transportation Services office is closed.

**G-13 Alterations of Service:**

- A. Alterations of service (one time modifications of existing service) are to be made only upon written approval notification on an "Alteration of Service" form by the Department of Business and Transportation Services.
- B. No additional service charges will be permitted for services detailed on the monthly calendar. Additional payments for alterations of service will be considered if the alteration of service results in an increase in costs. Payments for alterations of service will be made only when authorized by the Department of Business and Transportation Services.

**G-14 Amendments to Service:**

- A. Additional buses, cancellation of routes, after-school/athletic bus service and route adjustments, must be approved by the Director of the Department of Business and Transportation Services prior to implementation.
- B. Changes to a Contractor's route coordination shall be reported and approved by the Director of the Department of Business and Transportation Services in a timely manner, (within five business days) so that all changes can be updated to the MPS Trapeze Route Information Program (T.R.I.P.).
- 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>AM Route</u>	<u>AM Route</u>	<u>Mid-day</u>	<u>PM Route</u>	<u>PM Route</u>	<u>Contractor</u>
<u>#</u>	<u># Early tier</u>	<u># Late tier</u>	<u>Route #</u>	<u># Early tier</u>	<u># Late tier</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.

V. **SPECIFICATIONS PERTAINING TO RIDERS**

**G-15 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 Specification G-30.
- 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 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 to be on the bus. 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 that 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.

**G-16 Rider Notifications:** On all MPS generated routes, parents/guardians will be notified in July and August by MPS of the route number, bus company and pick-up point. After the start of the school year, MPS will notify Contractors and schools of changes via the MPS ROUTE application or Route Adjustment Forms. Contractors, schools and/or the Department of Business and Transportation Services will notify the parents/guardians of the changes. Contractors with T.R.I.P. authorization from MPS will have the capability to make changes to stop sequence order, pickup/drop-off times, and/or dropping of "dead" stops, pending authorization from the Department of Business and Transportation Services. Contractor is responsible for communicating changes they have made to schools, students and parents prior to those changes taking effect.

**G-17 Seat Restraints:**

- A. 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.
- B. 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.
- C. When required by the student's I.E.P, Contractors may be required to provide "STAR" child seats and/or restraining devices. Contractors who transport special education riders on door-to-door routes will be required to supply all needed harnesses and "STAR" child seats. Harnesses and seats must meet or exceed all federal safety standards and must be appropriate for each child for which they are intended.
- D. Wisconsin State Statutes in regard to seat belts and child restraints shall apply.

**G-18 Absence of Responsible Person (ARP):** MPS requires that certain student population groups are met and received by a responsible person before a driver can allow the student to exit the bus.

- A. Student population groups subject to the ARP rules include: grades K3, K4 & K5, early childhood, autistic, wheelchair and other specifically designated special education students. For these groups, the driver is to follow the ARP procedures as indicated below. If the driver is concerned about dropping the rider at the designated stop for any reason, the driver is to call the Contractor dispatch for instructions. Contractors can contact the Department of Business and Transportation Services via the hotline (414-475-8134) or the school for further information and/or instructions. The steps required for an ARP are listed below:
1. Driver arrives at the stop at the designated time. After it has been determined that there is no responsible person to receive the student, the driver continues the route. The driver notifies the dispatcher that there is no one to receive the child (i.e. absence of responsible person).
  2. Driver completes the first route and the second route if one is scheduled.
  3. Driver returns to the regular stop for the pupil. If there is no responsible person to receive the pupil, the driver calls the dispatcher for instructions. If a mid-day route, the dispatcher should contact the school for further instructions.
  4. The dispatcher reports the situation to Transportation Day Care at 475-8462. The driver will be directed to take the students to the designated MPS After-School Site.
  5. An "Absence of Responsible Person" form must be completed by the Contractor and forwarded to the Department of Business and Transportation Services the following business day after the ARP incident occurs.
  6. The Contractor may charge MPS \$20.00 for the trip back to the student's residence or to an MPS site. (If more than one student lives at that address only one \$20.00 fee can be charged). A fee may be submitted if the bus driver has traveled a minimum of five (5) miles or twenty (20) minutes of additional driver time. .

Special Education students in an ARP situation are to be transported to the MPS Administration Building Transportation Day Care, if there is no one at the school. Prior to delivery of student, Contractor must contact the Department of Business and Transportation Services via the Hot Line (414-475-8134). The Contractor may charge MPS \$20.00 for the trip to the Administration Building.

In the event any student, regular education included, states to the driver that they are not at the correct stop, or feel unsafe at the stop, the driver will keep the student on the bus and contact his/her supervisor for additional instructions. Contractor can contact the Department of Business and Transportation Services for parent/guardian information to alert them of the situation and receive instructions. The Contractor may 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-19 Evacuation Drills:**

- A. 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 summer contracts unless otherwise required 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, which completed reports are to be provided to within five (5) business days of conducting the drills.

**G-20 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"> <li>• Unacceptable Language – Profanity</li> <li>• Disruptive Horseplay</li> <li>• Out of Seat/Standing</li> <li>• Willful Disrespect to School Bus Driver – Verbal</li> <li>• Willful Damage to School Bus Property – Vandalism</li> <li>• Throwing Objects in Bus or Out Window/Littering</li> <li>• Running in the Aisles</li> <li>• Yelling/Excessive Noise on Bus</li> <li>• Other: _____</li> </ul>	<ul style="list-style-type: none"> <li>• Fighting</li> <li>• Exited via Emergency Door</li> <li>• Bullying/Hazing</li> <li>• Other: _____</li> </ul>	<ul style="list-style-type: none"> <li>• Injury to Student, Bus Driver or Citizen</li> <li>• Significant damage to bus or other property</li> <li>• Possession of a weapon</li> <li>• Controlled Substance</li> <li>• Sexual Misconduct/Assault</li> </ul>

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 rider be evicted from a vehicle. Authorized riders are not to be refused service unless explicitly authorized by MPS. A driver is to report any disruptive rider on a Student Ridership Complaint Form. Tier # 3 acts of misconduct or questions regarding ridership should be reported immediately to the police, school administrator(s) and the Department of Business and Transportation Services via the Transportation Hotline at 414-475-8134.
- B. Student Rider Complaint Forms must be completed by the driver before they leave their terminal after their AM, mid-day or PM runs. Each Contractor must designate an individual(s) who is familiar with the requirements of the MPS Bus Behavior Management Program to review all Student Rider Complaint Forms and to follow up with drivers as necessary. The designee is the *primary* contact person for student discipline with the schools whose *primary* job duty is to monitor the MPS Bus Behavior Management Program for Contractor. Contractor must have capable back-up in place if the primary designee is unavailable. By July 15 of each contract year, Contractor must inform MPS of the Bus Behavior Management program designee. No additional compensation for this position is provided.

If the Contractor determines that the Tier # 1 infraction(s) warrants further action, or if the infraction was a Tier # 2 offense, the Contractor must submit a HEAT Service request detailing the infraction. The HEAT Service request must be submitted by the next business day following the incident.

MPS will also work diligently to encourage timely school administrator responses to Contractor HEAT Service request by the following business day.

- C. Buses are not to return to the school once a route has started unless directed to do so by the Department of Business and Transportation Services.
- D. Student behavior that jeopardizes the safety of students on the bus may be cause for temporary or permanent suspension of riding privileges. Contractor must submit a Request to Suspend Riding Privileges Form to the Department of Business and Transportation Services by the Contractor within 24 hours of the behavioral incident. The Director of Business and Transportation Services will review the occurrence with the school administrator and determine whether the student will be suspended from the bus and for what duration. The Director of Business and Transportation Services will notify the Contractor and the parent/guardian of the decision.
- E. Vandalism: Damage to a Contractor's equipment will be the responsibility of the Contractor. MPS will give the Contractor reasonable assistance in obtaining restitution for damaged equipment. The Contractor may, with the concurrence of the MPS Director of Business and Transportation Services and to the extent permitted by law, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

**G-21 Transfer of Pupils Prohibited:**

Except in an MPS designated emergency (breakdown or accident) or where otherwise specified herein, no pupil will be required to transfer from one vehicle to another vehicle either on the trip to school or on the homeward trip. Field supervisory personnel may remove a student from a bus for severe disciplinary actions. The Department of Business and Transportation Services and/or the school must be notified in a timely manner if this has occurred. Transferring students without the permission of the Department of Business and Transportation Services, or in absence of an emergency may result in the cancellation of the route.

VI. **SPECIFICATIONS PERTAINING TO ROUTES**

**G-22 Routes:**

- A. Service for this contract is awarded on the basis of a bus or groups of buses. A single bus may service one or two routes both in the morning and in the afternoon. Routes or groups of routes may be a combination of pickup and delivery to more than one school site. Where buses have been grouped, it is to provide logical combinations of AM and PM routes. In some cases within a group, there may be more or less buses required for the PM return service than for the AM pickup service or the AM pickup service than for the PM 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. 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 Specification G-30. 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.

**G-23 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-30.
- 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 scheduled dismissal time for loading of riders. Adjustments to dismissal time are to be approved by the Department of Business and Transportation Services.

**G-24 Breakdowns or Other Emergencies:** The following procedures are to be implemented in the event of a vehicle breakdown or other emergency, such as a Tier # 3 behavioral incident, while riders are on the vehicle:

- A. The driver is to alert the dispatcher who will respond with emergency service.
- B. The dispatcher is to call the Department of Business and Transportation Services via the HOTLINE (475-8134) with the following information:
  1. Route Number and Schools Served
  2. Location of the Incident

3. Description of the Problem
4. Approximate Length of the Delay
5. An Explanation of the Type of Emergency Service Deployed

- C. The Contractor will contact the schools with the information.
- D. Failure to report a breakdown or other serious incidents may result in cancellation of the route contract and/or Liquidated Damages pursuant to Specification G-30.

**G-25 Route Adjustments:** Bus drivers must run the route as described on the MDT or T.R.I.P. generated route sheet. Route adjustment changes are to be implemented as indicated by the Department of Business and Transportation Services. The Contractor has the discretion to make an adjustment without pre-approval of the Department of Business and Transportation Services for reasons of safety and effectiveness; however, Contractor must notify the Department of Business and Transportation Services of the changes within 24 hours. The Contractor may submit a request to adjust the stop-times on a route. MPS remains responsible for designating stop locations. Route Adjustment Requests may be submitted electronically or via appropriate form. It is the responsibility of the Contractor to check both methods. Contractors must schedule a pickup from the Department of Business and Transportation Services twice daily from August 1 to September 21 annually, and daily after that period.

**G-26 Cancellation of Routes:**

- A. Any route or combination of routes may be cancelled immediately upon continued failure to perform, and for incidents and contract infractions described herein. The determination whether to cancel a route shall be made in the sole discretion of the Director of Business and Transportation Services.
- 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. ~~School closings or consolidations.~~
- D. 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-27 Driver/Route Orientation:**

- A. A driver/route orientation will be scheduled before the start of the school year for year-round/IB 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 Year-Round or IB routes will continue to be assigned to those routes when the traditional school calendar starts. The driver must “Dry Run” both the year-round/IB 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.

VII. SPECIFICATIONS PERTAINING TO INVOICES

**G-28 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 wrap-around, athletic and other non-wrap-around service.
- C. Invoices are to be submitted, and will be paid, on a monthly basis, unless otherwise specified in the Contract.

**G-29 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.
- C. The Director of Business and Transportation Services may request copies of a Contractor's route coordination report.

**G-30 Liquidated Damages & Service Complaints:**

Liquidated damages may be imposed for service complaints, as listed below. The maximum amount for each instance is listed. One or more of the damages may apply to any one route. Damages will not be imposed for situations beyond the control of the Contractor, including, but not limited to, accidents, vehicles stuck in traffic, closing of streets for repair, and delays due to extremely poor weather and impassable streets.

The final decision relative to imposing any liquidated damages resides with the Director of Business and Transportation Services and will be based on his/her investigation of the circumstances of each incident indicated in a service complaint.

Infraction	Maximum Liquidated Damages
A. Failure to perform* any or all portions of a route (includes athletic charters and activity runs).	\$1.50 x Route/Trip Cost
B. Leaving bus unattended with riders on board.	\$200 Elementary \$200 Middle School \$200 High School
C. Failure to report an accident or incident to the Department of Business and Transportation Services and the school principal within 30 minutes of the accident/incident.	\$200
D. Failure to pick up or discharge riders at approved stop location.	\$25 1 <sup>st</sup> instance \$50 2 <sup>nd</sup> instance \$100 3 <sup>rd</sup> instance
E. Arriving at school late, less than 15 minutes (after September 21).	\$25
F. Arriving at school more than 15 minutes late (after September 21).	\$50

G. Driver operating a route without the most current rider list.	\$50
H. Driver use of tobacco products (anytime) or use of radio, boom box, cell phone, etc. while riders are on board.	\$100 1 <sup>st</sup> instance \$150 2 <sup>nd</sup> instance \$200 3 <sup>rd</sup> instance
I. Use of profanity or inappropriate language by driver to staff or students.	\$100 1 <sup>st</sup> instance \$150 2 <sup>nd</sup> instance \$200 3 <sup>rd</sup> instance
J. Dropping off riders at school too early <u>or</u> <u>late</u> without school staff on duty.	\$200 Elementary \$100 Middle School \$100 High School (SPED only)
K. Discharging riders at unauthorized stops (i.e. allowing pupils to go into a store).	\$200 Elementary \$100 Middle School \$100 High School
L. Failure to display the MPS authorized route sign while riders are on Board or displaying more than one route number at a time.	\$25
M. Chronic failure to pick up all bus stops on the route, or pattern of missing stops. (More than 4 instances without an excuse).	\$20
N. Serious Driver/Staff Misconduct (including but not limited to verbal abuse of parents, students MPS staff, willful failure to provide services). Contractor shall be notified and have an opportunity to response prior to issuance of liquidated damages.	\$200
O. Failure to report of a breakdown and/or failure to have stand-by bus available within 15 minutes.	\$100
P. Failure to respond to MPS Service "HEAT" Reports.	\$50
Q. Violation of the Idling provision.	\$25 1 <sup>st</sup> instance \$50 2 <sup>nd</sup> instance \$100 3 <sup>rd</sup> instance
R. Failure of Contractor staff to use installed MDT unit or failure to notify MPS of broken/lost/stolen MDT unit within 2 business days of unit issue identification or failure to have functional GPS unit on MPS contracted bus	\$50
S. Failure to comply with pricing set forth in the Contract and RFP when billing	\$50

\*"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-31 Serious Service Incidents, Assessments, & Other MPS Action:**

A. In addition to the incidents listed above in Specification G-30, 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 Specification G-31 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-32 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.
- C. A request for the split of an existing route must also be made in writing to the Department of Business and Transportation Services and include with the request an updated rider list for each new route.
- D. No adjustment will obligate MPS to expend more than its appropriated funds.
- E. Fuel Adjustment Provision: A benchmark rate for #2 Diesel Ultra Low Sulfur fuel is established in the first year of a contract. If the monthly average rate per gallon exceeds the benchmark rate, a fuel surcharge will be paid to the Contractors in accordance with the following formula:

Percent increase in fuel (percent increase of daily average above the benchmark figure) times 10% = percentage to be applied to the total invoice billings for the month. The surcharge percentage shall be rounded to the hundredths of one percent.

The average monthly rate per gallon will be calculated by MPS using cost data supplied by the U. S. Department of Energy - Energy Information Administration ("EIA") for Midwest #2 Ultra low sulfur diesel fuel. The calculated figure will be rounded to two decimal positions.

The benchmark rate will be adjusted for each school year by the same percent increase in the CPI-U (Midwest regional) of the MPS multi-year index (March to March) used for the rate adjustment between years of the contract (PLUS 1%).

- F. Routes and buses have been developed for this bid based on projected need. MPS reserves the right to update bus routes based on additional student data, as it becomes available. MPS does not guarantee that a Contractor will be serving the same school(s) when the bus/route prices are recalculated. Bus/route prices will be recalculated in July of every calendar year and will be the contract price for each year of the contract. Bus/route prices may change from the bid rate based on additional student data. Contractors that submit a bid explicitly recognize and accept that the final contract prices may be different from the bid prices.
- F. MPS does not guarantee that a Contractor will be serving the same school(s) in the second and third year of the contract. Prices for subsequent years of a contract will be adjusted based upon the percent changes in the Consumer Price Index (Midwest Regional CPI-U, all items less shelter, Base year 1982-84 = 100), minimum 2% increase, 5% ceiling cap.

VIII. SPECIFICATIONS PERTAINING TO DRIVERS

**G-33 Drivers:**

- A. A driver shall have a current valid Commercial Driver's License ("CDL").
- B. Drivers shall meet all requirements of Wisconsin Administrative Code, TRANS 112 and TRANS 300, and Wisconsin State Statutes, Chapter 343, including all subsequent revisions, and any and all statutes that govern school bus transportation. Contractors and drivers shall fully comply with the requirements of 2003 Wisconsin Act 280. Drivers must complete a self-certification indicating they are conviction free and require the driver to provide information to the state if they have not been a resident of Wisconsin for the previous two (2) year period. Drivers must notify their employer in writing within 10 days of any accident or conviction that would make them ineligible to hold the school bus endorsement, or any license withdrawal from Wisconsin or any other state.
- C. Because time is of major importance in the efficiency and workability of route scheduling, each driver must have and use an accurate watch.
- D. All drivers must present a neat, clean appearance. Those employees issued uniforms are required to wear them. Employees not having a uniform are expected to dress in a fashion consistent with MPS standards. Specifically excluded are: Offensively "loud" clothing or jewelry, materials depicting gang symbols, sleeveless shirts/tank tops and dressing and grooming in a manner that is disruptive to the safe operation of the bus.
- E. Upon request, Contractor shall provide MPS with a copy of the "Employee Handbook" or written guidelines pertaining to driver employment. At a minimum the "Employee Handbook" or guidelines must include the process for addressing employee disputes, must include a system for assigning routes to drivers (policies must support the MPS desire to have the most experienced, highly trained drivers assigned to its routes), and that discipline for work under the MPS contract is subject to a "just cause" standard. The guidelines or handbook shall state the Contractor is committed under its contract with MPS to meet these Specifications.
- F. Contractors must replace a driver that proves unsatisfactory pursuant to these Specifications, based on written notification from the Director of Business and Transportation Services.
- G. Nothing contained in the MPS "Specifications and Operating Procedures" shall constitute or be construed to create a partnership or joint venture between MPS or its successors or assigns and Contractor or its successors or assigns. In entering into a contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.
- H. Binding Arbitration: Contractor shall establish a binding arbitration process for resolving disputes between bus drivers and Contractor that is expeditious, uses a neutral decision maker and is economical for all

parties. Binding arbitration shall be made available to any bus driver who has successfully completed their probationary period. The scope of issues subject to this provision shall be limited to terminations, suspensions of more than three (3) days, and pay rate differences from the published rates in the "Employee Handbook". Nothing in this paragraph is intended to preclude a Contractor from expanding the scope of issues subject to arbitration beyond those specified in this paragraph, or from expanding the number of days within which a grievance can be filed beyond the 10-day period specified below, whether pursuant to an agreement with a union representing drivers who perform work under the contract between MPS and Contractor or otherwise. A bus driver seeking binding arbitration shall notify the Contractor, in writing of his or her grievance within 10 days of the date the grievance arose, or within 10 days of the aggrieved bus 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.

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.

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-34 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 dispatched in a timely manner to insure that all bus stops are picked up on time. Failure to maintain an adequate staff of stand-by drivers may result in cancellation of route(s).

**G-35 Driver Roster:**

- A. Contractors are to maintain an updated driver roster and stand-by driver roster for all MPS routes, which includes the driver's full name and CDL license number. The report shall be in Microsoft EXCEL format and sorted alphabetically by last name. Stand-by drivers shall be designated as such.
- B. Both MPS and the Contractor understand that the Milwaukee Board of School Directors ("MBSD") is bound by the Wisconsin Public Records Law, and as such all terms of this agreement are subject to and conditioned on the provisions of Wis. Stats. §§ 19.21-39.
- C. Wisconsin Statutes Section 121.52(5) requires school boards to release the name of each driver who transports a pupil upon the written request of the pupil's parent and/or guardian. MPS shall notify the Contractor when a written request for a driver's name is received. Pursuant to Wis. Stat. § 121.52 (2) (b), Contractors are required to take any action necessary to assist the school board in complying with this requirement.

**G-36 Driver Pay:**

- A. Each Contractor awarded a contract with MPS must pay a minimum of \$13.00 per hour to any driver while servicing any MPS route. This provision applies to ALL MPS routes and charters, including waiting time during field trips or athletics. This provision applies to services performed for MPS, including work ordered directly by other MPS schools and/or departments. This provision must be included in the "Employee Handbook". MPS will make provisions in subsequent years to increases in the minimum driver pay requirement.
- B. Failure to comply with this requirement may result in the withdrawal of portions of any contract.
- C. Contractor may be required to provide salary records or evidence that Contractor is complying with item "A" above.
- D. Contractor shall establish pay policies that comply with these specifications, including the established minimum pay rate specified in G-36-A, and state and federal wage and hour regulations.

**G-37 Drug Testing and Alcohol Screening Program:**

- A. MPS recognizes that the use and/or abuse of alcohol or controlled substances by school bus drivers present a serious threat to the safety of students, drivers, and the general public. It is the policy of MPS that all school bus drivers must be free of drugs and alcohol.

To further the goal of obtaining a drug and alcohol free transportation system, and to comply with Federal laws and State of Wisconsin statutes, each Contractor will implement a pre-employment, reasonable suspicion, and randomly generated controlled substance and alcohol testing program, effective upon execution of any contract with MPS. An objective of this program will be the early identification and referral for treatment of workers with controlled substance and/or alcohol abuse problems. Therefore, it is imperative that a company have available referral information and access to appropriate employee assistance programs designed to help individuals requesting help or treatment.

- B. Tests Required: All persons must be tested for controlled substances prior to initial employment by the Contractor and on other occasions as required by Department of Transportation (“DOT”) guidelines.

Whenever a Contractor has reasonable cause to believe that the actions, appearance or conduct of a driver, while on duty, are indicative of the use of a controlled substance or alcohol, the driver will be required to undergo a drug and/or alcohol test. MPS can request a Contractor to investigate a driver if there is a 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-38 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-39 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;
- \* Human relation skills in working with parents, school staff, etc;
- \* General vehicle maintenance and pre-trip inspections; and
- \* Map reading and city street coordinates.

The Department of Business and Transportation Services may review Contractors' bus driver training program, upon request.

- B. Contractors awarded routes servicing students with Special Education needs shall be required to demonstrate that drivers assigned to these routes have successfully completed a training program on transporting students with special needs. The Department of Business and Transportation Services may review the program for training and completeness.
- C. Contractors shall train drivers in pupil management and handling misconduct on the bus. It is the responsibility of the Contractor to work with school administrators and staff to review and enforce bus rules.
- D. A driver supervisor shall conduct a physical observation of every driver on a route at least one time per semester for the purpose of observing his/her practices with respect to safety, mechanical operation, adherence to bus stops and schedules and student management.

**G-40 No Smoking, Weapons and Radio Policy:** The use of tobacco products by drivers or riders is prohibited at all times. This prohibition extends to drivers even when riders are not on board. No employee of the Contractor will have in his/her possession, while on the school bus or school grounds, a weapon or item(s) designed to look like a weapon(s). In addition, drivers may not play any personal radio, boom box, CD player, etc., or use a cell phone while riders are on board. Driver may not photograph, in any manner students on their bus.

**G-41 Other Staff:** In addition to providing safe and efficient transportation operations, Contractor shall be responsible for services which include, but are not limited to the following:

- Furnish all vehicles which meet fleet age criteria;
- Experienced dispatchers and operational staff;
- Maintenance and cleanliness of all vehicles;
- Professional supervision, both administrative and technical; and
- Field audits to monitor daily performance, records, and controls.

## IX. SPECIFICATIONS PERTAINING TO INSURANCE

### **G-42 School Bus Insurance:**

- A. All applicable Wisconsin State Statutes shall apply, including any and all future revisions. This includes compliance with, but is not limited to, the following: Wis. Stat. § 121.53 and Wis. Stat. § 632.32.
- B. Notwithstanding the auto liability insurance limits specified under Wis. Stat. § 121.53, the minimum limit of auto liability insurance that must be carried and maintained by the Contractor is \$5,000,000 per accident combined single limit irrespective of the passenger capacity of any school bus. In addition, Commercial General Liability insurance must be carried and maintained by the Contractor with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. The \$5,000,000 required limits of liability can be satisfied by the combination of primary and umbrella liability policies. All required insurance must



be written on an occurrence form. All insurance companies must have a current A.M. Best rating of A- or better.

- C. The Milwaukee Board of School Directors must be named as an additional insured under the aforementioned insurance policies. The aforementioned insurance policies shall defend and hold harmless the Milwaukee Board of School Directors, its officers, agents, employees, and other responsible parties of 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.

X. SPECIFICATIONS PERTAINING TO ACCIDENTS

**G-43 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 information on MPS supplied forms 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 Department of Business and Transportation Services and the School Administrator as additional information becomes available.
- D. Failure to report and accident may result in either the cancellation of the route, the issuance of Liquidated Damages, or both.

XI. SPECIFICATIONS PERTAINING TO COMMUNICATIONS

**G-44 Computers and Telephones:**

- A. Each Contractor performing any service for MPS is required to connect to the MPS student transportation database via a specified, approved computer terminal hookup. Contractor shall install and maintain (at Contractor expense) all appropriate computer hardware and software to enable complete access to MPS authorized applications. Contractor must have a high-speed (broadband or DSL) e-mail and Internet capability. All computers and computer networks shall be adequately secured to protect MPS and Contractor information and the integrity of the systems, including the installations of firewalls, and the latest versions of ant-virus software and services.
- B. Each Contractor which runs more than thirty (30) vehicles for MPS must have two separate business phone lines that will be answered by staff on a timely basis for access by schools and parents. For Contractors with multiple terminals, two separate phone lines must be available at each location. One additional line is to be available for every 50 buses awarded (over 30). This requirement may be satisfied by a "hunt" phone system which transfers incoming calls to the next available free line. The Contractor must provide MPS with a listing of all publicly accessible numbers no later than five business days after the contract execution date. This requirement is in addition to the hotline provided by MPS. Contractor's that use an automated dial system must have the parent/school number be as #1, and be the first number provided.
- C. Contractor must provide adequate staff to answer "hot line" telephone calls. At a minimum, each company which runs more than thirty (30) vehicles for MPS must have staff to cover the telephones at a ratio of 1 staff member per 50 buses (1:50) to assist with communication with schools and parents. Answering machines or voice mail systems are not to be used during the time buses are operating, generally from 6:30 am to 5:00 pm on general incoming lines. Contractor is required to provide trained staff to respond to "hot line" calls within five rings.
- D. Contractor shall supply cellular and home telephone numbers of all management and safety personnel to MPS within ten days of contract execution. MPS shall be notified of any changes to these personnel assignments or their contact information immediately.
- E. Contractors must establish and operate a complaint and/or problem resolution procedure that provides schools, parents and students with an effective response in a prompt and timely manner. Contractors must respond to all e-mails generated by the MPS "HEAT" system within one business day. The Contractor must provide MPS a copy of its customer service procedures and staffing plan within 45 days of contract execution. MPS reserves the right to request the Contractor to expand, modify or reinforce its procedures and staffing to provide effective customer support in accordance with these Specifications.

XII. SPECIFICATIONS PERTAINING TO FIELD SUPERVISION

**G-45 Field Supervisors:**

- A. Each Contractor must provide field supervisors for daily route supervision.
- B. Each Contractor must maintain a roster and a duties responsibility statement for the supervisors describing how supervision will be conducted. Field Supervisors must be persons whose primary duties are street supervision of the vehicles and drivers for service under this contract. Field Supervisors shall not have any routes permanently assigned to them as bus drivers, stand-by drivers or be the primary dispatch staff.

Field supervision shall include, but is not limited to, the following:

- 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.

**XIII. FORCE MAJEURE**

- A. In the event that a Contractor shall fail at any time to provide the transportation awarded, solely as the result of extreme weather conditions or impassable road conditions, or by an act of God, fire, riots, war, civil commotion, labor disputes, labor strikes, pandemics or unavailability of fuel, such failure on the part of the Contractor shall not be deemed a breach of the contract. MPS continues to reserve the option of issuing Liquidated Damages as described in Section G-30 for actions within the control of the Contractor.
- B. The determination as to whether road or weather conditions are such as to make it unsafe to transport pupils shall be made by MPS.
- C. In the event that a Contractor cannot provide services for the reasons listed above, MPS will take whatever actions it deems necessary and appropriate to ensure continuous transportation services for its pupils.

**XIV. PERFORMANCE REVIEWS AND QUALITY ASSURANCE**

Performance reviews and audits will be scheduled and conducted annually. The objective will be to critique operational performance, safety, driver quality, clarify expectations, provide feedback, enhance communication, and explore methods by which the benefits of cost reduction efforts may be shared by both the Contractors and MPS. Contractors will be critiqued as set forth in the *Contractor Performance Metrics*, found in Appendix A.

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..

XV. 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.



## CONTRACTOR PERFORMANCE METRICS

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For each Contract term, Contractor's performance will be measured based on the following six criteria:

1. CONTRACTOR OPERATIONS
2. SURVEY APPRAISALS
3. CONTRACT COMPLIANCE AUDIT
4. ON-TIME PERFORMANCE
5. BUS BEHAVIOR MANAGEMENT
6. VEHICLE INSPECTION REPORTS

This evaluation process combines quantitative data with qualitative measurements. The evaluation will be scored on a total of 100 points. The number of points per each category is detailed below.

Contractor Operations (18 points) gauges a company's performance according to specific performance measures. These measures are:

- ✓ Accidents (6 points)
- ✓ Breakdowns (6 points)
- ✓ Service Complaints (6 points)

This data will be entered and stored in the MPS HEAT System. Weekly reports will be available for bus companies to review.

Survey Appraisals (18 points) will be distributed to the MPS transportation office staff. The Manager of Transportation will award 8 points and Transportation Assistants will award 10 points.

Contract Compliance Audit (14 points) will verify that the terms, conditions and dates reflected in the *General Specifications and Operating Procedures* and the Contract(s) are being met. On-site and document audits will be conducted by MPS staff.

On-Time Performance (20 points) will utilize the Trapeze AVL/GPS system to track on-time performance.

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.

## THE SIX-PART CONTRACTOR EVALUATION

### 1. CONTRACTOR OPERATIONS

The first part of the evaluation process consists of tabulating quantitative data on breakdowns, accidents and service complaints. An accident is defined as a vehicle collision during an assigned route or activity/athletic trip with MPS students on board. These incidents are called into Pupil Transportation (PT) via the hot-line and entered into the MPS HEAT system by PT or entered into the HEAT system by schools.

Section G-24 of the *General Specifications and Operating Procedures* detail the procedures for reporting accidents and breakdowns. Service Complaints require a response from the contractor within one business day. Failure to do so will result in the issuance of "Liquidated Damages". PT will review the responses, and determine if "Liquidated Damages" are to be assessed. Contractors will have two business days to respond, and appeal the assessment of 'Liquidated Damages'. Only Service Complaints that result in the issuance of "Liquidated Damages" will be counted in the evaluation.

#### Scoring

The number of routes each company operates (Route # 0001-2999, 8000-8199) will be multiplied by 2 to determine the daily number of trips. (Only accidents, breakdowns and service reports related to routes falling in this range will be used for the evaluation. The daily number of trips will be multiplied by 175 to arrive at the annual number of trips. The number of accidents, breakdowns and service complaints will be divided by the total number of trips to calculate a percent figure. Each company's percentage will be compared to the total average. See below for a sample.

BUS COMPANY	NUMBER OF ROUTES	TOTAL TRIPS	BKDN	PERCENT BKDN TO TRIPS	ACCIDENTS	PERCENT2 ACCIDENTS TO TRIPS	SERVICE REPORTS	PERCENT3 COMPLAINTS TO TRIPS
A	360	58680	3	0.01%	27	0.05%	46	0.08%
B	48	7824	3	0.04%	4	0.05%	39	0.50%
C	123	20049	11	0.05%	9	0.04%	27	0.13%
D	91	14833		0.00%	10	0.07%	11	0.07%
E	124	20212	20	0.10%	19	0.09%	18	0.09%
TOTALS	746	121598	37	0.03%	69	0.06%	141	0.12%

To score, if a company's percentage is less than or equal to the total percentage for that category, the company will be awarded 6 points per category.

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.

### 2. SURVEY APPRAISALS

This part of the evaluation process consists of a confidential survey of the Director of Business and Transportation

Services and Transportation Assistants. The Director of Business and Transportation Services 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.

### **3. CONTRACT COMPLIANCE/AUDIT**

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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 sections that will be audited are listed below:

#### **SPECIFICATIONS:**

G-01; G-02; G-03: Bus Terminal & Operations (C)	G-36: Driver Wages
G-04: Vehicles (C/M)	G-37: Drug & Alcohol Programs (M)
G-07: Age of Vehicles (C/M)	G-42: School Bus Insurance (M)
G-15: Rider Lists (C)	G-44: Computer & Telephones (C)
G-34: Stand-By Drivers (C)	G-45: Field Supervisors (C)
G-35: Driver Roster (C)	HUB Compliance (¶29 or 30 of Contracts)

(C) means the audit will be performed at the contractor’s site, (M) to be performed at MPS, (C/M) indicates audit may be performed at either site. A two (2) business-day advance notice will be provided indicating when an audit will be performed.

The “*Specifications and Operating Procedures*” are part of the contracts signed each year by the bus contractors, therefore, they must be complied with. Contractors that comply with all provisions will have 14 points added to their score. Each audit category will be 1.0 point. Failure to adhere to any of these sections not only will result in no points awarded for that category.

### **4. ON-TIME PERFORMANCE CRITERIA**

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The On Time Performance Criteria will track bus companies’ on-time performance. A **late** bus is defined as follows:

AM: A route arriving 10 minutes before the scheduled arrival time or after the official bell time.

PM: A route arriving after the official bell time for the early tier or arriving 10 minutes after the scheduled dismissal time for the late tier.

On-time performance will not be measured for routes that are part of “bad” pairings, on inclement weather days, or during the first 15 working days of school. Delays due to known school activities or known traffic problems will not be counted.

An On-Time Performance Score will be calculated each day via the Trapeze AVL/GPS system. It is incumbent on the Contractor to insure that the bus and the AVL/GPS numbers are aligned. Buses that are not aligned will be counted as late for that time period. Contractors will be provided two business days to respond to MPS reports of late buses in order to provide necessary adjustments where buses are not communicating properly due to a failure of the GPS/AVL.

A period from September 21, 2017 through November 13, 2017 will be used to test the GPS/AVL and determine that it is operationally satisfactory for MPS and the bus contractors. Bus Contractors and MPS will review the on-time performance data and determine if the scoring needs revision. The scoring indicated below will take into account variations due to breakdowns and replacement issues. Beginning September 21, 2015, MPS will provide each Contractor with a daily assessment of their on-time performance.

A total of 20 points is available to be added to a contractors score for On-Time Performance. The scoring is detailed below.

Pct. On-Time	Points
97% +	20 points
95%-96%	19 points
93%-94%	18 points
91%-92%	17 points
89%-90%	16 points
87%-88%	15 points
< 87%	14 points

## 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 iHEAT 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. Contractors and the district will work through the contractor subcommittee to evaluate the data with the purpose of continual improvement to the program.

Companies will be evaluated on three criteria. They are:

1. Timely and accurate reporting (5 points). Tier #1 infractions are entered in the iHEAT system within one business day of occurrence. Companies that have Tier #1 infractions entered within 24 hours > 98% will be awarded the 5 points. Companies that have Tier #1 infractions entered within 24 hours < 98% will be awarded the 4 points
2. Collaborative Efforts (10 points) The Behavior Management Representative is required to visit each school a minimum of twice (2x) a year. 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 10 points. For each school not visited, **0.25 point will be deducted**, up to a maximum of 2 points.

MPS has identified 20 schools that had a significant number of infractions in FY15. MPS Transportation Assistants assigned those schools will lead an effort to significantly reduce the number of infractions. Bus Companies will be required to participate in developing an action plan with these schools to address student behavior. All assigned bus companies are required to participate, even if the company has no routes servicing that school. MPS expects a reduction in entries in iHEAT through these efforts. Points will be added based on the percentage reduction in IHEAT entries as follows:

Pct. Reduction	Points
30% +	10 points
25%-29%	9 points
20%-24%	8 points
15%-19%	7 points
10%-14%	6 points
< 10%	5 points

If a bus company has demonstrated a lack of effort and/or participation, a reduction of 2 points will be assessed from the points awarded. Lack of effort and/or participation will be demonstrated by:



- Failure to attend scheduled meetings
- Failure to implement suggested actions
- Uncooperative drivers/staff

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 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.

## **6. VEHICLE INSPECTION REPORTS**

State Vehicle Inspection Reports for the current school year will be tabulated points will be added based on the number of buses receiving an APPROVED designation. Points will be added/as follows:

<b>Pct. Approval</b>	<b>Points</b>
99% +	10 points
96%-99%	9 points
93%-95%	8 points
90%-92%	7 points
85%-89%	6 points
< 85%	5 points

## **EVALUATIONS/SCORING**

MPS will utilize the evaluation score schema when issuing a RFP/BID. If a RFP/BID is not scheduled, MPS will evaluate and communicate the score to the bus companies.

An evaluation methodology is planned, where the RFP/BID will be evaluated based on 100 points, with 75 points allocated for cost and 25 points allocated as quality points. The Contractor Evaluation Process will be used to determine the 25 quality points. The chart below details how the evaluation score will translate to Quality Points in the RFP.

<b>Evaluation Points</b>	<b>Quality Points</b>
97-100 points	25 points
94-96 points	24 points
91-93points	23 points
88-90 points	22 points
85-87points	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

The RFP/Bid process will allow a new contractor to receive 10 quality points for posting a performance bond. Additional quality points may be awarded a new contractor if they can demonstrate superior performance in the criteria listed above. For example, if a new can demonstrate a breakdown rate less than the district average of 0.03% or accident rate of 0.06% found in Section 1, they would receive 6 quality points. The award of points will be at the discretion of the RFP/Bid Evaluation Committee.

MPS will determine cost based on the daily rate for each bus ("Price Points). MPS will then assign a mathematically determined dollar amount of \$3.10 (projected) to the Quality Points. For each point LESS than 25, \$3.10 will be added to the Price Points to make the award by bus.

Example: For Company A, the proposed daily price is \$300.00. For Company B, the proposed daily price is \$310.00. Company A received a total of 20 Quality Points. Company B received 24 Quality Points. To calculate the award price for Company A, add \$15.50 ( $\$3.10 \times 5$ ) to \$300.00 for a total award price of \$315.50. For Company B, add \$3.10 ( $\$3.10 \times 1$ ) to \$310, for a total award price of \$313.10. Company B's award price is less than Company A's price, therefore, Company B would be awarded the bus. The actual contract price will be the proposal price of \$310.00.

MPS will provide evaluation scores in November and December. The RFP/Bid award will be based on the Evaluation Score as of January 20, 2017. RFP/Bid Evaluation scores will be posted no less than 10 business days prior to the RFP/Bid due date. A final Evaluation Score will be computed In June, 2017. Vendor may have their award adjusted downward if their performance has deteriorated significantly since January 20, 2014. A significant deterioration is defined as a 20% decrease in total points.

SIX PART CONTRACTOR EVALUATION - APPENDIX A

**MPS School Visit Survey Form**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM / PM (circle one)

School: \_\_\_\_\_ Bus Co: \_\_\_\_\_

Route Concerns Noted: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Follow-up: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Bus Contractor Representative

\_\_\_\_\_  
School Administrator/Designee