

(ATTACHMENT 2) ACTION ON THE AWARD OF PROFESSIONAL SERVICES CONTRACTS RELATED TO TRANSPORTATION

Contract Requisition Number: CR052204
Contract Number: C029879
Vendor Number: V031247

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
BUSING CONTRACT**

This Contract is being entered into this 1st day of July, 2021, by and between **National Express Durham Holding Corp. dba Durham School Services LP** (“Contractor”) and the Milwaukee Board of School Directors (“MPS”), a school district organized and operating pursuant to Wisconsin Statutes. Contractor shall further be held to the “*General Specifications and Operating Procedures*”, (the “Specifications”), attached hereto as Exhibit A and incorporated by reference.

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Contractor shall provide yellow school bus transportation for MPS in accordance with RFP 1036 and Contractor’s Response to RFP 1036 which are incorporated as reference.

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

2. TERM

This Contract shall be in effect from July 1, 2021 through June 30, 2022 (“Initial Term”), with the possibility of two, one-year extensions (each a “Renewal Term”). MPS will base its renewal decisions on the “Contractor Performance Metrics” detailed in the Specifications.

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

3. COMPENSATION

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

Bus Size	Terminal Address	Unit of Cost Base Amount Per Bus	Unit of Cost Cost Per Hour Per Bus	Unit of Cost Cost Per Mile Per Bus	Total Daily Cost	Number of Buses Available
18-28	6001 N. 91 st St.	\$206.11	\$29.42	\$0.52	\$339.39	15
65-72	6001 N. 91 st St.	\$232.87	\$30.65	\$0.70	\$376.47	65

Total compensation under this Contract shall not exceed \$6,871,443.40.

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

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

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

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

Unless otherwise specified by the Director of Business of Business and Transportation Services, 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.

4. TERMINAL OPERATIONS

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The terminal locations for Contractor is as follows:

6001 N. 91st Street, Milwaukee, WI

5. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by the State of Wisconsin and appropriate MPS officials.

6. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

7. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS' negligence for acts, policies, or directives that affect the activities covered by this Contract.

8. DEFENSE OF SUITS

In the event any court action or administrative proceeding is brought against MPS or any of its officers, agents, or employees, for Contractor or its subcontractors' acts or failure in whole or in part to perform any acts required by this Contract, MPS shall tender its defense of any claim or action at law or equity to Contractor or Contractor's insurer, and upon such tender it shall be the duty of Contractor and Contractor's insurer to defend such claim or action without cost or expense to MPS, its officers, agents or employees. Contractor shall be solely responsible for the conduct and performance of the services performed under this Contract.

9. BACKGROUND CHECKS

Criminal background checks are required as set forth in G-09 of the Specifications.

10. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with Contractor. Contractor and its subcontractors shall effect and maintain the insurance coverage set forth in G-13 of the Specifications. Contractor's indemnification obligation shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

11. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances. Provisions for Liquidated Damages are found in G-42 of the Specifications.

12. TERMINATION

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

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

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

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

13. COMPLIANCE WITH APPLICABLE LAWS

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

14. INDEPENDENT CONTRACTOR

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

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

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

15. ASSIGNMENT LIMITATION

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

16. PROHIBITED PRACTICES

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

B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."

C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.

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D. No current or former MPS employee may perform services on a professional services Contract without the prior written consent of the Director of Human Relations or her designee.

17. LIVING WAGE REQUIREMENT

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

18. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

19. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

21. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

22. TIMING

Time is of the essence in this Contract.

23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

24. FORCE MAJEURE

Terms are found in Section VII of the Specifications.

25. STUDENT DATA

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

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

26. NON-DISCLOSURE

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

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

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

27. MPS LOGO/PUBLICITY

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

28. ORDER OF PRIORITY

In the event of a conflict among the documents constituting this Contract, the order of priority to resolve the conflict shall be: 1) this Contract; 2) the Specifications; and 3) Request for Proposal 1036.

29. PUBLIC RECORDS

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

29. COMPLIANCE REQUIREMENT

The requirements that follow are required per 12-month contract term. The HUB requirement on this Contract is 5%. The student engagement requirement of this Contract is 600 hours. The Career Education requirement for this Contract is 20 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

[SIGNATURE PAGE TO FOLLOW]

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

CONTRACTOR (Vendor #: V031247)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: [Signature]

By: [Signature]
Martha Kreitzman
Chief Financial Officer

Date: September 15, 2021

Date: 10-4-2021

National Express Durham Holding Corp.
dba Durham School Services LP
2601 Navistar Dr.
Lisle, IL 60532

By: [Signature]
Keith P. Posley, Ed.D.,
Superintendent of Schools

SS# or FEIN: [REDACTED]

Date: 10-6-21

Robert Peter

By: [Signature]
Larry Miller, President
Milwaukee Board of School Directors

Date: 10/15/21

Budget Code:
RTS-0-0-TRS-DW-EPPT (\$5,503,336.76)
RWT-0-0-TRS-DW-EPPT (\$1,030,716.00)
TED-0-0-TRS-DW-EPPT (\$257,679.64)
AST-0-0-TRS-DW-EPPT (\$75,586.00)
PMO-0-0-TRS-DW-EPPT (\$4,125.00)

Reviewed by Risk Management:

By: [Signature]

Date: 10-19-2021

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RFP 1036 for Bussing Services for MPS Students (Regular, Suburban and Special Education) Exhibit A

MPS Office of School Administration Department of Business and Transportation Services

GENERAL SPECIFICATIONS AND OPERATING PROCEDURES FOR SCHOOL BUS CONTRACTORS Effective July 1, 2021

I. INTERPRETATION

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

II. BUS TERMINAL AND OPERATIONS

G-01 Bus Terminal Location

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

G-02 Facilities and Equipment

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

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

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

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

G-03 Operations

Contractors are required to maintain an operational base that can be reached by telephone as long as vehicles are on the road transporting students. This includes, but is not limited to, days when school is in session (regular school year, J-term and summer school), weekend sporting events, extracurricular activities and field trips. All

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Contractors are required to supply the Department of Business and Transportation Services with the names and phone numbers of designated staff on duty in the event of an emergency by July 15 annually.

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 15 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.

G-04 Drivers

- A. All drivers 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. By July 15th annually, 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

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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.
- O. Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agrees to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under a contract.
- P. Contractor agrees that Contractor will not file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by a contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter.

G-05 Stand-By Drivers

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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 ensure 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-06 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 MPS 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-07 Driver Pay

- A. Each Contractor awarded a contract with MPS must pay a minimum of \$14.00 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 item "A" above, and state and federal wage and hour regulations.

G-08 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

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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 July 15 of each contract year the Contractor shall provide the MPS Department of Business and Transportation Services with the name and address of the companies it has contracted with to perform its drug and alcohol testing program. Included in the report shall be a detailed document or brochure outlining the company’s procedures for screening and testing drivers.
- G. Wisconsin statutes and CDL requirements relating to drug and alcohol testing shall apply, including all revisions by the U.S. Department of Transportation.

G-09 Criminal Background Check

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

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G-10 Driver Training

A. All drivers are to be provided with appropriate training and refresher courses each year in the following areas as a minimum:

- * Proper use of equipment including communications equipment;
* Defensive driving;
* Emergency and accident procedures;
* Identifying unusual passenger behavior;
* Student harassment and bullying;
* Conducting evacuation drills;
* Sensitivity training in working with disabled persons;
* 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.
C. Contractors shall train drivers in pupil management and handling misconduct on the bus.
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-11 Prohibited Conduct 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-12 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.

G-13 School Bus Insurance

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- 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 employer's 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.

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

G-14 Accident Reports

- A. Wisconsin Statutes § 121.53(6) shall apply.
- B. Each accident or injury which occurs when there are riders on the bus must be reported immediately to the Director of Business and Transportation Services using either the HOT LINE number, the Director of Business Services cell phone number, the general office number, or if unsuccessful, by emailing the pertinent information to tran@milwaukee.k12.wi.us. It is the responsibility of the Contractor to ensure 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 pursuant to Specification G-42, or both.

G-15 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 July 15th annually. This requirement is in addition to a hotline that contractor must provide. The Hotline is to be a separate phone line that accessible only by Department of Business and Transportation Services and not advertised nor part of general public access. 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 30 buses (1:30) 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.

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- D. Contractor shall supply cellular and home telephone numbers of all management and safety personnel to MPS By July 15 annually. 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 by July 15 annually. 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.

G-16 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 field 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.

G-17 Vehicles

- A. All vehicles under contract must be school buses, as defined in Wis. Stat. § 340.01(56) and painted school bus yellow as set forth in Wis. Stat. § 347.44. Other alternative vehicles, including human services vehicles, as defined in Wis. Stats. § 340.01(23g), are not permissible for use, unless explicitly approved in writing by the Department of Business and Transportation Services. For purposes of these Specifications,

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the terms “vehicle” “school bus” and “bus” is 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. High touch surfaces such as hand rails and seat backs shall be wiped down a minimum of once daily after all AM runs are complete and again once daily after all PM runs are complete with disinfectant spray to minimize viral pathogen transmission risk.
- H. All buses must be equipped with a GPS system unit that integrates with MPS’s Trapeze VEO NOW software program. Contractors are responsible for purchasing, installing and maintaining all necessary equipment on each vehicle. Contractors are responsible for the cost of cellular air time to transmit data from the GPS equipment on the buses to the terminal, and from the terminal to MPS. Contractors are 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 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 G-21 A Contractor may ask MPS for a temporary limited waiver of this requirement due to emergencies

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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. 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 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 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. Contractors must provide digital video recorders for a quantity of buses equal to at least 30% of the award under each MPS contract distributed equally among both Van Type or Integral Bus and Body on Chassis Types buses servicing MPS. 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, pursuant to MPS Administrative Policy 4.04 once transferred to a viewable medium. Contractor must insure the confidentiality and integrity of the videos, and shall designate a limited number of staff members authorized to access the videos at the request of MPS. MPS's Director of Business and Transportation Services or his/her designee shall decide when a video is to be viewed, where the viewing will take place, and who is authorized to view the video.

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

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

Videos of Tier #2 and Tier #3 Incidents, as described in Specification G-32 shall be provided to MPS for review in a standard mutually agreed upon media format including, at minimum, .avi or .wmv and shared

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using MPS google drive account assigned to contractor by MPS. Requests for a review of chronic Tier #1 Incidents can be made by Contractors and/or schools.

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

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

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

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

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

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

G-18 Vehicle Capacity

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

G-19 Inspection of Vehicles

- A. Vehicles are to be inspected daily and maintained by the Contractor.
- B. During the term of the contract, vehicles are to be inspected by the Wisconsin State Patrol.
- 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 as well as maintain an up to date binder of all inspection reports for buses servicing MPS. This information shall be readily available for review by July 15th annually.
- 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-20 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.

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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-20 (i.e. a 2017 model year is considered 1 year old for the 2018-2019 contract year)

By July 15th annually, each Contractor must provide to MPS a Fleet Age Report which includes information in the following sequence: model year, manufacturer, size, fleet number, and license number. The report shall be sorted by age and include all stand-by vehicles.

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

G-21 Stand-By Vehicles

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

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

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

G-22 Performance in Inclement Weather

When MPS determines schools will be open, even with adverse weather conditions, it is expected that the Contractor will provide service. The Contractor must submit to the Department of Business and Transportation Services by July 15th annually a written guarantee that they will be able to run each route awarded. Guarantees shall list what precautions the Contractor has taken to ensure bus performance, i.e., electric heaters, snow plows, maintenance work contracts, source of gas, late shift mechanics, etc.

G-23 Route Designator Signs

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

III. SPECIFICATIONS PERTAINING TO SCHOOL NEEDS

G-24 School Calendar:

- A. Regular school transportation will normally be required for a period of between 175 and 180 school days. All high schools, traditional middle schools (6-8), and select elementary schools have adopted an early start calendar. All other MPS schools remain on the traditional calendar. 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.
- B. Minimum Day Guarantee: Subject to Section VII (Force Majeure), 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 day guarantee does not apply to any routes that do not begin with the first day of school for any school site.

- C. Reduced runs: Whenever a bus does not complete all scheduled daily runs, the daily rate will be reduced as follows:
 - MPS will pay 60% of the daily rate when a bus that has 2 daily runs (two tier) scheduled in the AM and PM has only 1 of the paired school runs operating and the other school run on that day is not.

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- MPS will pay 66% of the daily rate when a bus that has 3 daily runs (three tier) scheduled in the AM and PM has only 2 of the paired school runs operating and the other school run on that day is not.
- MPS will pay 50% of the daily rate when a bus that has 3 daily runs (three tier) scheduled in the AM and PM has only 1 of the paired school runs operating and the other 2 school runs on that day are 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.

G-25 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-26 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-27 Amendments to Service

- A. Additional buses, cancellation of routes, after-school/athletic bus service and route adjustments, are to be made solely upon the review and approval of 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>
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Table with 7 columns: #, # Early tier, # Late tier, Route #, # Early tier, # Late tier, Bus ID #

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

IV. SPECIFICATIONS PERTAINING TO RIDERS

G-28 Rider Lists:

- A. Only riders authorized by MPS or attending MPS/programs are permitted on MPS contracted vehicles.
B. MPS, private and suburban school administrators shall authorize parents/guardians to ride with their child to and from school with 24 hours' notice and on a "seat-available" basis.
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.
D. Contractors shall have access to T.R.I.P. to display and print bus route information, including rider lists.
E. Rider lists are subject to alteration upon notice from the Department of Business and Transportation Services, the respective school principal, or the appropriate Special Education Office via various MPS transaction forms, such as student add/drop/change forms and TF-01 forms.
F. If at any time the driver is concerned about or does not recognize a student boarding the bus at a school site, the driver shall seek assistance from an MPS staff member in the area to verify the eligibility of the student.
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.

G-29 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

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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-30 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 displayed in T.R.I.P. or on the MDT. 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 and must have specific and detailed information pertaining to the student being dropped off.
 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

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made and arrangements for delivery of students are made. Should contact remain unsuccessful, the driver, upon authorization by MPS, shall deliver the student to the MPS Administration Building Transportation Day Care.

G-31 Evacuation Drills

- H. Each Contractor shall conduct two (2) bus evacuation drills for each route during each contract year. These drills shall be conducted in the months of October and March. No evacuation drills are required for J-term or summer contracts unless otherwise requested by MPS.

- B. Evacuation drills are to be conducted at the school of destination and are to be supervised and verified by a school administrator. Where routes to two schools are combined on the same vehicle and double drop-offs are made (i.e. 7:55-8:00 a.m. or 8:55-9:00 a.m.) the Contractor may conduct the evacuation drill only at the first school site when all children are on the vehicle, i.e. 7:55 or 8:55 a.m.

- C. Completed evacuation drills are to be reported on the Evacuation Drill Form which will be provided by the Department of Business and Transportation Services. Completed reports are to be returned to the Department of Business and Transportation Services within five (5) business days of conducting the drills.

G-32 Bus Behavior Management

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

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

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

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

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

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- A. Contractor is not permitted to punish any rider, and at no time may a driver evict an assigned rider from a vehicle. Authorized riders are not to be refused service unless explicitly authorized by MPS. A driver is to 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 any 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-33 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 transfer a student from a bus for severe disciplinary actions if authorized by Department of Business and Transportation Services. 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.

V. **SPECIFICATIONS PERTAINING TO ROUTES**

G-34 Routes

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- 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 pursuant to G-42. Contractor shall be notified of an early arrival time via the HEAT ticket process. Bus drivers must adhere to the District's Anti-Idling policy found in Section XV.
- D. Each driver must have an updated route list on the vehicle at all times. The route list must have the pick-up point as well as the name of each student on the route. MPS generated route lists are the "official" lists to be used by the driver. Failure to keep an MPS generated route list on the vehicle may result in cancellation of the route contract and/or Liquidated Damages pursuant to G-42. A functioning MDT will meet this requirement as will a printed route list for instances when the MDT is not functional.
- E. Routes may not be subcontracted without express permission of the Department of Business and Transportation Services.
- F. Only authorized stops are permitted when students are on the vehicle. Unauthorized stops may result in cancellation of the route and/or Liquidated Damages pursuant to G-42.

G-35 Route Times

- A. Buses are not to discharge students at their destination schools in the AM before the designated time on the route summary report. Generally, this is 10 minutes before the start of school. However, exceptions are made for unique school conditions. Adjustments to routes must be approved by The Department of Business and Transportation Services.
- B. Corner Pick-Ups: For both AM and PM runs, a bus is not to depart from a stop before the time listed for that stop on T.R.I.P. Drivers are required to make all stops on the route at the times indicated, including "shelter" and "dead" stops.
- C. Curb-To-Curb Pick-Ups: The driver is expected to stop at the address. If the Contractor has not been notified that the student is not riding, the driver will wait 30 seconds unless waived on by a responsible person.

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- D. If due to weather or other conditions a route is run so late that no riders are picked up, the Contractor is responsible to report to the school as well as to notify the Department of Business and Transportation Services by phone. If unreported or not due to weather, failure to report may result in cancellation of the route contract and/or Liquidated Damages pursuant to Specification G-42.
- E. Route prices are calculated in the P.M. from the time the bus is scheduled to depart from the school after loading all riders. For early tier routes, Contractors are to ensure that buses arrive at the school site prior to scheduled dismissal time for loading of riders. Adjustments to dismissal time are to be approved by the Department of Business and Transportation Services.

G-36 Accidents, Breakdowns or Other Emergencies

The following procedures are to be implemented in the event of a vehicle breakdown, accident, 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 an accident, breakdown or other serious incidents within 30 minutes of the occurrence will result in classification as 'Non-Reported' status for purposes of contractor performance evaluations and may also result in cancellation of the route contract and/or Liquidated Damages pursuant to Specification G-42.

School bus breakdowns are defined as any vehicle malfunction while students are on board that result in any service delay and the need for vehicle repair or replacement.

School bus accidents are defined as any motor vehicle accident resulting in property damage or personal injury on public or private property and involving a school bus, while transporting a pupil or district staff as part of a MPS service contract.

G-37 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 restricted access; 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 or-times on a route for any other purpose but must receive authorization from the Department of Business and Transportation Service before implementing the changes. 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 daily pickup from the Department of Business and Transportation Services at MPS Administration Building.

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G-38 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. Any route or combination of routes may be cancelled at any time through mutual agreement of the Contractor and the Director of Business and Transportation Services.

G-39 Driver/Route Orientation

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

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

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

VI. SPECIFICATIONS PERTAINING TO INVOICES

G-40 Invoices

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

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G-41 Payments for Paired Cancellations

- A. After November 1 of each year, in the event one route of an 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
 - 60% of the combined total if the package has 2 daily AM and PM runs and one is cancelled
 - 70% of the combined total if the package has 3 daily AM and PM runs and 1 is cancelled
 - 50% of the combined total if the package has 3 daily AM and PM runs and 2 are cancelled
- 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 formulas indicated above 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-42 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
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 st instance \$50 2 nd instance \$100 3 rd 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 st instance \$150 2 nd instance \$200 3 rd instance
I. Use of profanity or inappropriate language by driver to staff or students.	\$100 1 st instance \$150 2 nd instance \$200 3 rd instance
J. Dropping off riders at school too early <u>or</u> late without school staff on duty.	\$100
K. Discharging riders at unauthorized stops	\$100
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

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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
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	\$25
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-43 Serious Service Incidents, Assessments, & Other MPS Action

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

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

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

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

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

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

G-44 Revisions to Contract Prices

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

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VII. FORCE MAJEURE

- A. MPS will not be obligated to pay the Contractor for days when schools are closed due to fire, flood or other weather conditions, earthquake, school-district related strikes, acts of God, outbreak of contagious disease, riots, war, picketing, civil commotion or other conditions outside its control (including any mechanical, electronic, or communications failure).
- 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, MPS will take whatever actions it deems necessary and appropriate to ensure continuous transportation services for its pupils.

VIII. 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 evaluated as set forth in the *Contractor Performance Metrics*, found in Exhibit 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.

IX. SCHOOL BUS IDLING POLICY

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

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

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

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

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

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CONTRACTOR PERFORMANCE METRICS

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. Performance reductions in a given school year will remain in effect throughout the duration of the contract. Any performance reductions in subsequent years would be in addition to prior performance reductions under the same contract.

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 contractors to review.

Survey Appraisals (18 points) will be distributed to the MPS transportation office staff monthly. The Manager of Transportation will award 8 points and Transportation Assistants will award 10 points. Contractor's score will be based on the average of the monthly surveys provided.

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 annually.

On-Time Performance (20 points) will utilize the Trapeze VEO NOW 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.

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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 the Department of Business and Transportation Services via the hot-line and entered into the MPS HEAT system by the Department of Business and Transportation Services or entered into the HEAT system by schools.

G-36 of the *General Specifications and Operating Procedures* detail the procedures for reporting breakdowns and other emergencies. Service Complaints require a response from the contractor within one business day. Failure to do so will result in the issuance of "Liquidated Damages". The Department of Business and Transportation Services will review the responses, and determine if "Liquidated Damages" are to be assessed. Contractors will have seven business days to respond, and appeal the assessment of "Liquidated Damages". Service Complaints that result in the issuance of "Liquidated Damages" will be counted in the evaluation. Any route that has incurred more than 7 cumulative Service Complaints for a given school year will automatically result in Liquidated Damages for that route and will be included in the contractor operation evaluation metric. The cumulative total Service Complaints for each contractor for the school year will also be tabulated and used in the performance evaluation process.

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. Percentages greater than the total percentage for each distinct category (Accident, Breakdown, Service Complaints) will be scored according to the following scale:

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

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

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

2. SURVEY APPRAISALS

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

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

3. CONTRACT COMPLIANCE/AUDIT

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

- G-01 Bus Terminal Location (C), G-02 Facilities and Equipment (C, G-03 Operations (C)
- G-04 Drivers (C)
- G-05 Stand-By Drivers (C)
- G-06 Driver Roster (C)
- G-07 Driver Pay
- G-08 Drug Testing and Alcohol Screening Program (M)
- G-13 School Bus Insurance (M)
- G-15 Computers and Telephones (C)

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- G-16 Field Supervisors (C)
- G-17 Vehicles (C/M)
- G-20 Age of Vehicles (C/M)
- G-21 Stand-By Vehicles (C)
- G-28 Rider Lists (C)
- HUB Compliance (§1.3.2 of RFP) (M)

(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 will result in no points awarded for that category.

4. ON-TIME PERFORMANCE CRITERIA

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

- AM: A route arriving after the official bell time.
- PM: A route arriving after the official bell time for the school.

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. “Bad” pairings must be validated by GPS reporting.

An On-Time Performance Score will be calculated each day via the Trapeze VEO NOW system. It is incumbent on the Contractor to ensure that the bus and the VEO NOW numbers are aligned. Drivers must log in daily to the MDT unit. Buses that are not aligned or cannot be validated due to the driver’s lack of MDT login will be counted as late for that time period. Contractors will have 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 VEO NOW. After the two-day grace period contractors will be issued a HEAT SERVICE COMPLAINT and said offense will count towards the on-time performance evaluation metric.

A period from September 21 through November 21, annually, will be used to test the VEO NOW 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 MPS will provide each Contractor with a weekly assessment of their on-time performance.

A total of 20 points is available to be added to a contractor 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

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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 HEAT program and other sources in an effort to evaluate the effectiveness of the MPS Bus Behavior Management Program. MPS agrees to share this evaluative data with contractors at frequent intervals throughout the school year so that contractors may react to improve upon any perceived problems.

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

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

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

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

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

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

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

Pct. Reduction	Points
30% +	5 points
25%-29%	4 points
20%-24%	3 points
15%-19%	2 points
10%-14%	1 points
< 10%	0 points

4. Behavior Management Committee attendance and participation (5 points) Bus Companies must have a representative present at all scheduled meetings and actively participate in all held meetings. There will be an official sign in sheet to be used for participation documentation. 1 point will be deducted from the contractor’s score for every meeting missed up to the total accumulative points available.

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 implement suggested actions
- Uncooperative drivers/staff

6. VEHICLE INSPECTION REPORTS

State Vehicle Inspection Reports for each 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:

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

Scoring in this section will be a representation of Percent Approved relative to the annually submitted MPS Fleet Age Report indicated in G-20. Vehicles yet to be inspected for the current contract year can submit in its place the most recently completed Vehicle Inspection Report for that vehicle in question.

EVALUATIONS/SCORING

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MPS will base its renewal decisions on the following evaluation score schema.

During the renewal process, the Contractor Evaluation Process will be used to determine the quality point. The chart below details how the evaluation score will translate to quality points for the renewal period.

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

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

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

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

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MPS School Visit Survey Form

Date: _____ Time: _____ AM / PM (circle one)

School: _____ Bus Co: _____

Reason for Visit:

Behavior Management Late Bus Safety Training Program Observation/Preventative Other
(explain)

Route Concerns Noted: _____

Proposed Resolution: _____

Bus Contractor Representative

School Administrator/Designee