

**(ATTACHMENT 18) AUTHORIZATION TO AMEND FY14 BUS CONTRACT AMOUNTS TO REFLECT FY14 EXPENDITURES AND TO ENTER INTO FY15 PUPIL TRANSPORTATION CONTRACTS**

R241217  
C021130  
RFP 733

**MILWAUKEE BOARD OF SCHOOL DIRECTORS  
BUSING CONTRACT**

This Contract is being entered into this 1<sup>st</sup> day of July, 2014 and between Lakeside Buses of Wisconsin (“Contractor”) and Milwaukee Board of School Directors (“MPS”) a school district organized and operating under Chapter 119, Stats., 5225 W. Vliet Street, Milwaukee, WI 53208.

**1. SCOPE OF SERVICES**

Contractor shall provide yellow school bus transportation services for eligible students in grades K3-12 on a temporary basis. Services performed under this Contract shall be the Homeless/Shelter Program, students assigned to Alternative Services/Special Education routes, sick and stranded service, emergency requests, various shuttles and miscellaneous services.

Contractor shall provide these services in accordance with the terms and conditions of this the General Specifications and Operating Procedures 2014-2015 School Year, attached hereto and herein expressly incorporated by reference.

The Contractor must supply personnel who have demonstrated, through previous assignments, the ability to assume the responsibilities associated with administering a transportation program encompassed by this Contract. Contractor must have a Contract Manager whose task is to manage all daily activities of MPS relating to this Contract and to act as the official liaison with MPS Pupil Transportation Services. The Contract Manager or designee shall be available from 6:30am to 4:30 pm. The Contract Manager will be responsible to ensure Contract is fulfilled to the satisfaction of the Milwaukee Public Schools. Contractor shall assign Ms. Cindy Bentrup to this project. Contractor shall notify MPS at least seven (7) days prior to a change of staff. Contractor shall not change staff without the written approval of MPS.

Contractor shall, at all times during the term of this Contract operate a minimum of 45 vehicles. Contractor must have the capacity to expand the number of buses to fifty (50) within 48 hours at the daily price. Milwaukee Public Schools will not decrease the number of vehicles assigned to this Contract to less than 45 vehicles. Vehicles shall be 16-22 passenger school buses. Contractor shall provide access to maintenance records for vehicles covered under this Contract. If Contractor is unable to provide the maximum number of vehicles, MPS reserves the right to enter into agreements with other transportation Contractors. Contract shall not require wheelchair accessible equipment.

Each vehicle Contracted for by the district must be available for exclusive service to MPS during the period of 6:00am to 6:00pm daily. All service shall be within the City of Milwaukee and the twenty-three suburban districts participating in the Chapter 220 programs. MPS has exclusive use of the vehicle during the times listed.

MPS shall notify Contractor by 10:00am of the preceding day of any required transportation for the following day. This includes all Homeless/Shelter service as well as students assigned to Alternative Vehicle service. Sick service shall be provided within thirty (30) minutes after notification between the hours of 9:30am–1:30pm. MPS and Contractor agree to review the 9:30am notification time if the deadline becomes unworkable for either party.

In addition, 12 shelter locations will notify Contractor directly when they have clients that need transportation to school. Transportation is provided to various MPS school sites. School bus service conducted hereunder will generally fall in the periods between 6:00 AM 5:30 PM, Monday through Friday. Contractor may be required to provide service at mid-day, to transport sick students home, pick up stranded students and special early release students. Contractor must be able to respond within 20 minutes of the request. Contractor will not charge MPS for this service. This service will be limited to a maximum of 40 students daily.

Contractor shall determine all routing and grouping of students transported by the Contractor, at the sole expense of the Contractor, and shall provide MPS with written route sheets for students transported by the Contractor. The Contractor shall establish routes that are the most efficient possible with the intent of minimizing the number of vehicles required. Contractor may arrive at school within a twenty (20) minute window. That is, students may arrive twenty minutes prior to the start of school and/or twenty (20) minutes after the school dismisses. No student should ride more than seventy-five (75) minutes. MPS reserves the right to review and modify routes at its sole discretion.

On the 15<sup>th</sup> day of each month that schools are in session, Contractor will supply the following information for the previous month:

1. Daily number of sick and/or stranded students provided transportation
2. Roster of homeless/shelter students transported
3. Roster of students assigned to the Alternative Vehicle Program
4. Route sheets, with student names, for students transported

The Contractor is responsible for providing, at its own expense, all personnel and materials required to perform the services under this Contract.

**2. TERM**

This Contract shall be in effect for a period from July 1, 2014, through June 30, 2015 contingent on the appropriation of funds as set forth herein.

**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. FINANCIAL TERMS**

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

	Per Bus	Before 6:00 am/ After 6:00 pm	Sick and Stranded Greater Than 75 per day
Daily Rate	\$312.32	+ \$36.58	+ \$20.66

MPS will review on a monthly basis the applicability of the escalation clauses set forth in G-30 of General Specifications and Operating Procedures 2014-2015 School Year. Any changes will be documented by letter, which letter shall become part of this Contract by amendment thereto. The cost of living increase will be reviewed each April. Any change in the base amount will be documented by letter, which letter shall become part of this Contract by amendment thereto.

The amount to be encumbered in the first year of the Contract is not to exceed \$3,159,300. Total compensation under this Contract shall not exceed \$3,159,300

An initial payment of \$315,930 may be made 10 days before services begin. That amount will be withheld from the last invoice of the fiscal year.

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

Michael Turza, Director  
 52225 W. Vliet St.  
 Milwaukee, WI 53208

A properly submitted invoice must include the route number; the school(s) being serviced; the number of days service was provided and the cost per route. As a matter of practice, MPS attempts to pay all invoices in 30 days. State Prompt pay law does not apply to this Contract.

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

#### **4. TERMINAL OPERATIONS**

The terminal location for the Contractor is/are as follows:

<p><b>7300 W Green Tree Rd Milwaukee, WI. 53223</b></p>
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#### **5. NON APPROPRIATION OF FUNDS**

This Contract is contingent upon the appropriation of sufficient funds for this purpose 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 because of race, religion, color, national origin, ancestry, marital status, age (over 40) or sex, or any other protected class as defined by federal or state law. This prohibition includes but is not be 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 sub Contracts 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 the 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 the Contractor or Contractor's insurer, and upon such tender it shall be the duty of the Contractor and Contractor's insurer to defend such claim or action without cost or expense to MPS, its officers, agents, or employees. The Contractor shall be solely responsible for the conduct and performance of the services performed under this Contract.

#### **9. BACKGROUND CHECKS**

A criminal information background check is required as set forth in section G-36 of the General Specifications and Operating Procedures 2014-2015 School Year.

#### **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 the Contractor. Contractor and its subcontractors shall effect and maintain the insurance coverage set forth in G-40 of the General Specifications and Operating Procedures 2014-2015 School Year. 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.

MPS shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be given to MPS. Before services begin each fiscal year, Contractor shall provide the certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

#### **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.

#### **12. TERMINATION**

For violations of or failure to adequately fulfill a Contract, the Board may, within its sole discretion, terminate said contract as set forth herein. When feasible, MPS must give 30 day's notice of the breach. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with ten (10) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for 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.

MPS reserves the right to terminate any Contracts awarded pursuant to this RFP without liability if it determines to bring transportation services in house.

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.

In lieu of terminating the entire Contract for a breach of contract, MPS may in its sole discretion reassign busses from the breaching Contractor to the highest performing Contractor with available busses.

#### **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 the Milwaukee Board of School Directors, Such statutes, rules and regulations of the federal government, the State of Wisconsin, and the Board are incorporated herein by reference the same as is set out verbatim, and 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. Additionally, it is understood that strict adherence to the provisions of any and all Contracts the Board may award for a bus route, including, but not limited to, starting points, destinations and times of departure and arrival, as necessary to adequately fulfill this agreement. For violations of or failure to adequately fulfill a Contract, the Board may within its sole discretion, terminate said 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

#### **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. Contractor shall adhere to the MPS' Livable Wage Policy.
- D. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- E. 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 of her designee.

#### **17. 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.

#### **18. 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.

### **19. 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.

### **20. 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.

### **21. TIMING**

Time is of the essence in this Contract.

### **22. 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").

### **23. FORCE MAJEURE**

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS' reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

### **24. 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.

### **25. 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 and that are related to the services covered 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.

**26. 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.

**27. 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 General Specifications and Operating Procedures 2014-2015 School Year; (3) the Bus Coordination Report; and RFP 773.

**28. 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. HUB REQUIREMENT**

The HUB requirement on this Contract is 0%. Failure to achieve this requirement may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

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

CONTRACTOR (Vendor V0594733)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

Dated

Dated

By \_\_\_\_\_

By \_\_\_\_\_  
(Deborah Nobble, Director of Procurement Services)

Address: **Lakeside Buses of Wisconsin**  
7300 W. Green Tree Rd Milwaukee, WI 53223

By: \_\_\_\_\_  
Gregory E. Thornton, Ed.D., Superintendent

Phone Number: (414) 536-2040

Tax Id or SS: 39-1616390

By: \_\_\_\_\_  
Michael Bonds, President  
Milwaukee Board of School Directors

Budget Code: HLT-0-0-TRS-DW-EPPT

NOTE: BUDGET CODES THAT ARE NOT LOCAL SCHOOL BUDGET CODES, MUST BE APPROVED BY APPROPRIATE DEPARTMENT OR PROGRAM ADMINISTRATOR.

This Contract is not enforceable until signed by the Department of Finance. Payment will not be made on any Contract not on file in the Department of Finance. A minimum of fifteen business days is required for approval.

Approved as to form and independent Contractor status by Department of Finance.

By \_\_\_\_\_

Date \_\_\_\_\_

Reviewed by Division of Insurance and Risk Management

By \_\_\_\_\_

Date \_\_\_\_\_

Division of Business Services  
Pupil Transportation Services

GENERAL SPECIFICATIONS AND OPERATING PROCEDURES  
2013-2014 SCHOOL YEAR

I. Interpretation

Interpretations of this specification will be made by the Director of the Division of Business Services, and/or the Manager of Pupil Transportation.

II. Bus Terminal and Operations

G-01 Bus Terminal: Bus 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.

Facilities

Bus contractors shall maintain adequate facilities and equipment to ensure that buses are maintained in a safe condition and ensures drivers and other staff have a safe and adequate working environment. All bus terminals must be of adequate size to park all buses inside a fenced and lighted area each night. Adequate entrances and exits must be available to allow time efficient entering and exiting the terminal area. Contractors must ensure buses are in a condition to start each day, even during the coldest weather conditions. Block heaters 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.

Operations

On days school is in session or on weekends covering sporting events, extracurricular activities or field trips, bus contractors are required to maintain an operational base that can be reached by telephone as long as vehicles are on the road transporting students. All contractors are required to supply MPS Pupil Transportation with the names and phone numbers of designated staff on duty in the event of an emergency.

Contractors shall provide Pupil Transportation with an organizational chart and job descriptions for all operational personnel no later than July 1, 2013. Operational personnel are defined as those individuals directly involved in the control, supervision, training, and monitoring daily bus operations. Operational personnel are not to be assigned duties as a driver.

III. Vehicles And Vehicle Maintenance

G-02 Vehicles:

- A. All buses under contract must be yellow school buses only. Human Service vehicles, as defined by Wisconsin State Statutes, are not permissible for use, unless explicitly approved by Pupil Transportation Services. Vehicles used are to 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 used are to be equipped with an operational two-way radio service (not CB). Minimum area of coverage from base to mobile and mobile-to-mobile must be within the established school district boundary. Milwaukee Public Schools will monitor your frequency.
- C. In addition to the requirements of TRANS 300.61(6) regarding name and address of the owner or operator, all vehicles must have the name of the bus company on the sides of the bus (both right and left) in contrasting letters not less than four (4) inches high as permitted by TRANS 300.61(7).
- D. In addition to the requirements set forth in G-01 (C), all vehicles must have the name of the bus company displayed on the rear bumper in contrasting letters not less than four (4) inches high as permitted by TRANS 300.61.
- E. All buses must be equipped with a retractable crossing gate on the front of the bus.
- F. No school bus operating routes under contract with MPS will have advertising placed upon or within it unless such advertising has been approved by MPS.
- G. 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 and require an alternative.
- H. 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 that all markings on the bus are visible.
- I. All buses must be equipped with a GPS/AVL system unit that would integrate with the District's Trapeze AVL/routing 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/AVL equipment on the buses to the terminal, and from the terminal to MPS. Communication between GPS unit and terminal shall be a minimum of 30 seconds. Contractor is responsible for ensuring the equipment is fully operational while operating MPS routes or trips. Any software fees or related Trapeze charges would be the responsibility of MPS.

Vendors must continually maintain and update via an Excel Spreadsheet identifying the GPS/AVL hardware's asset number in relation to the MapNet Bus Number it is assigned to. Any changes to this information must be updated in the MPS MapNet/ system either by the vendor or by forwarding the pertinent changes to MPS Pupil Transportation Services for updating. Vendors are required to provide the current and updated excel documentation of their bus fleet's GPS/AVL hardware asset number to MapNet/T.R.I.P. software application bus number relationship on the 1<sup>st</sup> day of each month to MPS Pupil Transportation Services.

G-03 Vehicle Capacity: A vehicle shall carry no more pupils than the posted seating capacity of the vehicle.

G-04 Inspection of Vehicles:

- A. Vehicles are to be inspected daily and maintained by the Contractor.
- B. During the term of this contract, vehicles are to be inspected by the Wisconsin State Patrol.
- C. The contractor shall forward to Pupil Transportation Services a copy of the vehicle inspection report within ten (10) calendar days of the inspection.
- D. Contractors that fail to adequately maintain their vehicles in good repair may be liable for, but not limited to, penalties, performance mark-down and route cancellation.

G-05 Age of Vehicles:

- A. Definitions:

Fleet - All vehicles used on Milwaukee Public School routes including standbys.

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.

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.

Remanufactured Vehicle - Remanufacturing, re-bodying, and/or replacement of major components of the vehicle such that the vehicle is re-titled by the Wisconsin Motor Vehicle Department as a newer model.

Standbys - Those vehicles not regularly assigned to Milwaukee Public School routes; vehicles which are used only in the event of breakdown or other emergencies.

B. Average Age:

1. For the 2013-2014 school year, the Fleet Average Age for "van" type vehicles for all Milwaukee Public School contracts may not be more than 7.5 years.
2. For the 2013-2014 school year, the Fleet Average Age for "body on chassis" type vehicles may not be more than 8.5 years.

C. Maximum Age:

1. For the 2013-2014 school year, no "van" type vehicle may be older than 8 years.
2. For the 2013-2014 school year, no "body on chassis" vehicle may be older than 10 years.

D. Remanufactured Vehicles:

Remanufactured vehicles meeting the requirements of G-04 (A) above will be considered as belonging to the year indicated on the new title provided by the Wisconsin Motor Vehicle Department. Remanufactured vehicles shall comply with Section G-01 (F).

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

E. Award Eligibility:

For the 2013-2014 school year only those vehicles meeting the maximum age requirements outlined in item "C" will be considered. Because vehicle model years and school calendar years do not coincide, for purposes of the 2013-2016 school year, a 2010 vehicle will be considered as two years old.

For 2013-2014 the earliest age of manufacture allowed for each type of vehicle is as follows:

Van Type  
2005

Body on Chassis Type  
2003

By July 1, 2013, each Contractor must provide a list of all eligible vehicles by age including the vehicle fleet number and age of manufacture for each vehicle used. This includes all stand-by vehicles.

Milwaukee Public Schools reserves the right to immediately terminate each and every route on which a contractor is using vehicles that do not meet the age requirements.

F. Fleet Age Reports:

No later than October 1, 2013, the Contractor shall provide Pupil Transportation Services with 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.

G-06 Stand-By Vehicles: The Contractor shall maintain sufficient vehicles as spares; no less than five percent (5%) of the number of buses contracted with Milwaukee Public Schools and no less than ten percent (10%) of drivers as spares each and every day both AM and PM.

Spare 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 stand by drivers and vehicles may result either in the cancellation of bus route contracts or the issuance of liquidated damages (G27A).

G-07 Performance in Inclement Weather: When the District determines schools will be open even with adverse weather conditions, it is expected that the Contractor will provide service. Each contractor must submit to Pupil Transportation Services by November 1, 2013, 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-08 Route Designator Signs: All Contractors are required to display on each bus a route designator sign which will consist of a metal holder and a route number sign.

- A. Metal Holders: Must meet the following specifications as per DOT regulations. Must be 5" x 10" and must be of aluminum stock. The holder shall be used for the purpose of displaying a number not to exceed four numerals. If the holder is painted, it shall be painted black. The holder shall be mounted in a vertical position similar to the rearview mirror. The holder must be mounted on the right 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 holder. The holder shall not project on the side of the bus by more than the thickness of the metal.

Holders may be purchased from Pupil Transportation Services or can be provided by the Contractor in accordance with the above specifications.

- B. Signs: The signs used in the above mentioned holder shall be black print on a white or yellow background consisting of a one to four digit route number. **ONLY MPS AUTHORIZED SIGNS ARE ACCEPTABLE.** Signs may be purchased through Pupil Transportation Services at cost. Failure to display the MPS authorized sign may result in the issuance of liquidated damages (G27A).
- C. Route signs are NOT to be displayed in the front window or side window but must be displayed in the holder. Only ONE route number is to be displayed at a time. Displaying more than one route number will be considered a failure to display the MPS authorized sign and may result in the issuance of liquidated damages (G27A).

#### IV. Specifications Pertaining To School Needs

##### G-09 School Calendar:

- A. Although regular school transportation will normally be required for a period of between 175 and 180 school days, the District will not be obligated to the Contractor during days when schools are closed due to fire, flood or other weather conditions, school-district related strikes, acts of God, riots, war, picketing, civil commotion or other conditions outside its control. The District will not be obligated to the Contractors for days when schools are closed due to School Board action. Individual schools may cancel services without penalty.
- B. Minimum Day Guarantee: The district will guarantee 50% of the daily rate for each day in which a wrap-around route runs less than 175 days over the course of the school year. The route must have started on the

first day of school and must fall under the MPS Regular and Special Education Contract The guarantee does not apply to any routes not within the above named contracts, such as mid-day kindergarten, early childhood, or after school activity routes.

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

- C. An update to the master school calendar shall be furnished prior to the opening of each school year. Each month a calendar will be issued. It is the responsibility of the Contractor for adhering to any special schedules or shortened schedules. Individual schools, either MPS, private or suburban, may adjust their calendars to meet their individual needs. MPS will pay the greater of 60% of the daily rate when the paired school operates and the other school does not. Any adjustments to bus rates must be approved by MPS.
- D. Milwaukee Public Schools reserves the right to change the school hours or days of attendance of any or all schools any time prior to the award of the agreement and at any time thereafter.
- E. Extended Year and Year Round Schools: MPS will pay the greater of 70% of the daily rate for each bus when an IB or Year Round schools operates and its paired route does not.

G-10 Early Dismissals and Emergency Closings:

- A. Bus 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 Pupil 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. Pupil 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 Pupil Transportation Services office is closed.

G-11 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.
- B. No additional service charges will be permitted for services detailed on the monthly calendar. (See G-10, C). 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 Pupil Transportation Services.

G-12 Amendments to Service:

- A. Additional buses, cancellation of routes, after-school/athletic bus service and route adjustments, must be approved by Pupil Transportation Services prior to implementation.
- B. Changes to a Contractor’s route coordination shall be reported to Pupil Transportation Services in a timely manner so that all changes can be updated to the MPS Trapeze Route Information Program (T.R.I.P.).
- C. No later than, October 1, 2013, the Contractor must provide a copy of its vehicle coordination listing to Pupil 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>AM Route</u>	<u>Mid-day</u>	<u>PM Route</u>	<u>PM Route</u>	<u>PM Route</u>
#	# 1st tier	# 2nd tier	# 3rd tier	Route #	# 1st tier	# 2nd tier	# 3rd tier

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

#### V. Specifications Pertaining To Riders

##### G-13 Rider Lists:

- A. Only riders authorized by Milwaukee Public Schools or attending Milwaukee Public Schools/programs are permitted on Milwaukee Public Schools contracted vehicles.
- B. MPS, private and suburban school administrators shall authorize parents/guardians to ride with their child to and from school with 24 hours notice and on a "seat-available" basis. Contractors may refuse parent/guardian riders due to parent authority interference. Contractors must communicate all refusals to ride to Pupil Transportation Services and to the school administrator.
- C. Passengers other than pupils or parent riders assigned by Pupil 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 Pupil Transportation Services. Breach of this provision will result in immediate cancellation of that route. Private contracts are permitted. Notification of such contracts must be provided to Pupil Transportation Services.
- D. Contractors shall have access to the Trapeze Route Information Program (T.R.I.P.) to display and print bus route information, including rider lists. It is the responsibility of the Contractor to insure that the bus driver has an updated record of students assigned to the bus. An updated rider list must be available on the bus when it is in service. Failure to demonstrate that the bus driver has an updated student rider list will result in Liquidated Damages (G-29A (G)).
- E. Rider lists are subject to alteration upon notice from Pupil Transportation Services, the respective school principal, or the appropriate Special Education Office via Various MPS transaction forms, such as student add/drop/change forms, TF-01 forms.
- F. At any time that the driver may be concerned about or not recognize a student boarding the bus at a school site, the driver shall seek assistance from an MPS staff member in the area to verify the eligibility of the student to be on the bus. If anyone brings to the attention of the driver at the school site that a student not assigned to the bus has boarded, it is the driver's responsibility to check with the school staff that the student is authorized to be on the bus before departing from the school.
- G. The contractor agrees to maintain the confidentiality of any information regarding student riders which may be obtained from any sources associated with this service, other than information necessary to the performance of service, or the health and safety of the riders.

G-14 Rider Notifications: On all Milwaukee Public School generated routes, parents/guardians will be notified in July and August by the Milwaukee Public Schools of the route number, bus company and pick-up point. After the start of the school year, Contractors will notify the schools with route changes; and the schools or Pupil Transportation Services will notify the parents/guardians of the changes.

##### G-15 Seat Restraints:

- A. Seat belts or other protective restraints are required for all special education door-to-door routes. Bus drivers are responsible for putting students in the harness or other protective restraints.
- B. Seat belts and/or other restraints may be required for other children on an individual basis at the direction of Milwaukee Public Schools and with parent/guardian approval.

- C. Contractors who transport special education riders on door-to-door routes (item A above) will be required to supply all needed harnesses and child seats. Harnesses and seats must meet or exceed all federal safety standards and must be appropriate for each child for which they are intended.
- D. Wisconsin Statutes in regard to seat belts and child restraints shall apply.
- E. Contractors may be required to provide age-appropriate car seats and/or restraining devices.

G-16 Absence of Responsible Person: Programs include: grades K3, K4 & K5, early childhood, autistic, wheelchair and other specifically designated special education students.

- A. K3, K4 and K5 Students: MPS will provide an identification necklace for each child, and school personnel are to place those students in assigned seats at the front of the bus. If a rider fits the program criteria listed above and the rider has the proper identification necklace visible, the driver is to follow the Absence of Responsible Person 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. Bus Contractors can contact Pupil Transportation Services via the hotline (475-8134) or the school for further information and/or instructions. The steps required for an Absence of Responsible Person is listed below:
  1. Driver arrives at the stop at the designated time. After it has been determined that there is no responsible person to receive the student, the driver continues the route. The driver notifies the dispatcher that there is no one to receive the child (i.e. absence of responsible person).
  2. Driver completes the first route and the second route if one is scheduled.
  3. Driver returns to the regular stop for the pupil. If there is no responsible person to receive the pupil, the driver calls the dispatcher for instructions. If a mid-day route, the dispatcher should contact the school for further instructions.
  4. The dispatcher reports the situation to Transportation Day Care at 475-8462. The driver will be directed to take the K3, K4, and/or K5 students to the designated MPS After-School Site.
  5. The Contractor submits the appropriate form to Pupil Transportation Services within 48 hours.
  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. An "Absence of Responsible Person" form must be completed and forwarded to Pupil Transportation Services.
- B. Special Education Students: Special Education students in an Absence of Responsible Person situation are to be transported to the MPS Administration Building Transportation Day Care. Prior to delivery of student, Contractor must contact Pupil Transportation Services via the Hot Line (475-8134). The Contractor may charge MPS \$20.00 for the trip to the Administration Building.
- C. Regular Education Students: In the event a student 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 Pupil Transportation for parent/guardian information to alert them of the situation and receive instructions. The Contractor may direct the driver to continue to drop students with the student remaining on board, until parental contact is made and arrangements for delivery of students are made. Should contact remain unsuccessful, the driver, upon authorization by MPS, shall deliver the student to the MPS Administration Building Transportation Day Care.

G-17 Evacuation Drills:

- A. Each Contractor shall conduct two (2) bus evacuation drills for each route during each school year. These drills shall be conducted during October and April. The rear door must be used in one of the evacuation drills.

- B. Evacuation drills are to be conducted at the school of destination and are to be supervised and verified by a local 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 form provided by Pupil Transportation Services. Completed reports are to be provided to Pupil Transportation Services within five (5) business days of conducting all the drills.

G-18 Bus Behavior Management

Milwaukee Public Schools and the bus 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. The district agrees to work through the bus contractor subcommittee annually to evaluate changes to the program that will enhance student behavior on buses and will also review the adequacy of compensation for cost of the program to contractors. The contractors agree to support the district in its efforts.<sup>5</sup>

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

- A. A driver is to report any disruptive rider on a Student Ridership Complaint Form. No form of punishment is allowed. At no time may a rider be evicted from a vehicle. Authorized riders are not to be refused service unless explicitly authorized by MPS. Acts of misconduct considered emergencies by the Contractor or questions regarding ridership should be reported immediately to the Police, Principal and/or Pupil Transportation.
- B. Rider Complaint Forms must be completed by the driver and before they leave their terminal after their AM or PM runs. Each bus company must designate an individual(s) who is familiar with the requirements of the MPS Bus Behavior Management Program to review all ridership complaints and to follow up with drivers as necessary. The designee is the primary contact person for student discipline with the schools. Bus companies must have capable back-up in place if the primary designee is unavailable, Compensation for this program will be granted in accordance with the formula found in Section G-30 Revisions to Contract Prices.

If the designated bus company individual determines that the Tier 1 infraction(s) warrants further action or the infraction is a Tier 2, the bus company must submit an iHEAT ticket detailing the infraction. The iHEAT ticket must be submitted by the next business day following the incident. Bus companies must notify Pupil Transportation immediately if any of the following occurred:

- Injury to a student, bus driver or citizen
- Significant damage to the bus or other property
- Any weapon
- Any controlled substance
- Any sexual assault or misconduct

The district will also work diligently to encourage timely school administrator responses to bus contractor iHEAT tickets 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 PUPIL TRANSPORTATION.

- D. Student behavior that jeopardizes the safety of students on the bus may be cause for temporary or permanent suspension of riding privileges. The bus company must contact the school to review the situation and request a suspension of riding privileges from the school principal/administrator. Should the administrator be unable or unwilling to issue a suspension of riding privileges a Request to Suspend Riding Privileges form may be submitted by the Contractor . The Request to Suspend Riding Privileges form must be submitted to the Director of Business Services or the Manager of Pupil Transportation within 24 hours. The Director of Business Services or the Manager of Pupil Transportation will review the occurrence with the school and determine whether the student will be suspended from the bus and for what duration. The Director of Business Services or the Manger of Pupil Transportation will notify the Contractor and the parent/guardian of the decision.
- E. Vandalism: Damages to the Company’s equipment will be the responsibility of the Company. The District will give the Company reasonable assistance in obtaining restitution for damaged equipment. The Company may, with the concurrence of the MPS Director of Business Services or Manager of Pupil Transportation 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-19 Transfer of Pupils Prohibited:

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

VI. Specifications Pertaining To Routes

G-20 Routes:

- A. Service for this contract is awarded on the basis of a bus or groups of buses. A single bus may service one or two routes both in the morning and in the afternoon. Routes or groups of routes may be a combination of pickup and delivery to more than one school site. Where buses have been grouped, it is to provide logical combinations of AM and PM routes. In some cases within a group, there may be more or less buses required for the PM return service than for the AM pickup service or the AM pickup service than for the PM return service. While it is normally the case, there is no guarantee that a company will be awarded both the AM and PM service for a route.

Routes and buses have been developed based on projected 2013-2014 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 in June, 2013 and each consecutive June of the contract, and will be the contract price for each year of the contract.

- B. For all Milwaukee Public School 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 Pupil Transportation Services from the Trapeze Routing Information Program (T.R.I.P.). Contractors must make all stops in the sequence shown. Contractors should notify PTS when stops are unused (“dead”). PTS will remove “dead” stop from route within 3 days. Contractors shall be notified by the shelter administration when students are using shelter stops. Contractors may suggest and/or request changes to stop sequence order, stop location or pickup/dismissal times, and/or dropping of “dead” stops. These changes must be submitted to Pupil Transportation Services promptly to be included in the Trapeze Routing Information Program (T.R.I.P.). These changes should not take effect without notification to PTS.
- C. Routes are scheduled to arrive at school in the AM 10-15 minutes prior to the starting bell time. Contractors may not drop off students prior to 15 minutes before the starting bell time. Buses are scheduled at school in the PM 5 minutes prior to the dismissal bell time for the first tier schools. Failure to arrive 5 minutes prior to

the dismissal bell for a first tier school will result in liquidated damages. Bus drivers must adhere to the District's Anti-Idling policy found in Section XXI.

- 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 (G-29A (G)).
- E. Routes may not be subcontracted without express permission of Pupil Transportation Services.
- F. Only authorized stops are permitted when students are on the vehicle. Unauthorized stops may result in cancellation of the route.

G-21 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 10-15 minutes before the start of school. However, exceptions are made for unique school conditions. Adjustments to routes must be approved by Pupil Transportation Services.
- B. Corner Pick-Ups: A bus is not to depart from a stop before the time listed for that stop on T.R.I.P. Drivers are required to make all stops on the route at the times indicated, including "shelter" and "dead" stops.
- C. Curb-To-Curb Pick-Ups: The driver is expected to stop at the address. If the Contractor has not been notified that the student is not riding, the driver will wait 30 seconds unless waived on by a responsible person.
- D. If due to weather or other conditions a route is run so late that no riders are picked up, the Contractor is responsible to report to the school as well as to notify Pupil Transportation Services by phone. If unreported and not due to weather, failure to report may result in cancellation of the route contract and/or Liquidated Damages (G-29A (G)).
- 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 Pupil Transportation Services.

G-22 Breakdowns or Other Emergencies: The following procedures are to be implemented in the event of a vehicle breakdown or other emergency 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 Pupil Transportation Services via the HOTLINE (475-8134) with the following information:
  - 1. Route Number and Schools Served
  - 2. Location of the Incident
  - 3. Description of the Problem
  - 4. Approximate Length of the Delay
  - 5. An Explanation of the Type of Emergency Service Deployed
- C. The Contractor will contact the schools with the information.
- D. Failure to report a breakdown or other serious incidents may result in cancellation of the route contract and/or Liquidated Damages (G-29A (G)).

G-23 Route Adjustments: Route adjustment changes are to be implemented as indicated by Pupil Transportation Services. The Contractor has the discretion to make an adjustment without pre-approval of Pupil Transportation

Services for reasons of safety and effectiveness. Contractor must notify PTS of the changes within 24 hours. The Contractor may submit a request to adjust the stop-times on a route. Route Adjustment Requests may be submitted electronically or via appropriate form. It is the responsibility of the Contractor to check both methods. Contractors must schedule a pickup from Pupil Transportation twice daily from August 20, 2013 to September 21, 2013, and daily after that period.

G-24 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 the Division of Business Services.
- C. Any route or combination of routes may be cancelled at any time without penalty if Pupil Transportation Services determines that the requirement for the service no longer exists. This includes insufficient ridership and route consolidations.
- D. School closings or consolidations.
- E. Any route or combination of routes may be cancelled at any time through mutual agreement of the Contractor and Pupil Transportation Services.

G-25 Driver/Route Orientation:

- A. A driver/route orientation will be scheduled before the start of the school year. The Contractor is required to have their drivers "Dry Run" each route. The actual date will be determined by MPS Pupil Transportation Services.

All routes, a.m 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 PTS, the bus driver assigned to Year-Round or IB routes will continue to be assigned to those routes when the traditional school calendar starts. The driver must "Dry Run" both the year-round/IB route and the other traditional calendar route during the "Dry Run" day.
- C. The Contractor shall notify MPS of the results of its dry runs by submitting a listing noting any findings (suggested changes) or marking them completed and by doing so attesting to the completion of each dry run. The Contractor shall forward this information to PTS.
- D. No fees will be paid for the driver/route orientation.

VII. Specifications Pertaining To Invoices

G-26 Invoices:

- A. Invoice formats for the majority of the routes serviced by each Contractor will be provided by the Division of Business Services. This format will be updated monthly.
- B. The Contractor must use the MPS invoice system for all wrap-around monthly billing. Other invoices for field trips, charters, athletics and non wrap-around service must be itemized including date, type of service, pickup and destination as well as other pertinent information. Three copies of each portion of the invoice are required.
- C. Invoices are to be submitted, and will be paid, on a monthly basis only unless agreed to otherwise.
- D. The Contractor may assign a particular cost to each route awarded through bid or negotiation, the total of which will be the total daily amount awarded. If the Contractor does not specify per route figures a minimum of two weeks before the start of routes in fall, the cost per route will be the mathematical average.

G-27 Payments for Paired Cancellations:

- A. After November 1, in the event one route of a Milwaukee Public Schools paired route is cancelled for reasons other than nonperformance the contractor may request Pupil Transportation Services to increase the price of the remaining route to 70% of the combined total of the two routes.
- B. The request may be made only if neither the contractor nor Milwaukee Public Schools can re-pair the remaining route with another single route. If either Milwaukee Public Schools or the contractor can re-pair the route, the 70% formula does not apply starting with the date of the re-pairing.
- C. Pupil Transportation Services may request copies of a Contractor's route coordination report. (See Item G-13)

G-28 Liquidated Damages & Service Reports:

Liquidated damages and Service Reports may be imposed for lack of service 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 or the issuance of an Service Report rests with Pupil Transportation Services and will be based on its investigation of the circumstances of each incident.

Infraction	Maximum Liquidated Damages
A.. Failure to perform** any or all portions of a route (includes athletic charters and activity runs).	2.00 x Route/Trip Cost
B. Leaving bus unattended with riders on board.	\$1,000 Elementary \$ 300 Middle School \$ 100 High School
C. Failure to report an accident or incident to Pupil Transportation Services and the school principal within 30 minutes of the accident/incident.	\$1,000
D. Failure to pick up or discharge riders at approved stop location.	\$25 1 <sup>st</sup> instance \$50 2 <sup>nd</sup> instance \$100 3 <sup>rd</sup> instance
E. Arriving at school late, less than 15 minutes (after September 21).	\$25
F. Arriving at school more than 15 minutes late (after September 21).	\$50
G. Driver operating a route without the most current rider list.	\$50
H. Driver use of tobacco products (anytime) or use of radio, boom box, cell phone, etc. while riders are on board.	\$100 1 <sup>st</sup> instance \$200 2 <sup>nd</sup> instance \$300 3 <sup>rd</sup> instance
I Use of profanity or inappropriate language by driver to staff or students.	\$100 1 <sup>st</sup> instance \$200 2 <sup>nd</sup> instance \$300 3 <sup>rd</sup> instance
J. Dropping off riders at school too early without school staff on duty.	\$1,000 Elementary \$ 300 Middle School \$ 100 High School
K. Discharging riders at unauthorized stops (i.e. allowing pupils to go into a store).	\$1,000 Elementary \$ 300 Middle School \$ 300 High School
L. Failure to display the MPS authorized route sign while riders are on Board or displaying more than one route number at a time.	\$ 25
M. Chronic failure to pick up all bus stops on the route, or pattern of missing stops. (More than 4 instances without an excuse).	\$1,000
N. <b>Serious</b> Driver/Staff Misconduct (including but not limited to verbal abuse of parents, students MPS staff, willful failure to provide services). Bus Contractor shall be notified and have an opportunity to response prior to	\$1,500

issuance of liquidated damages.	
O. Failure to report of a breakdown and/or failure to have spare bus available within 15 minutes.	\$100
P Failure to respond to MPS Service "HEAT" Reports.	\$500
Q. Violation of the Idling provision.	\$25 1 <sup>st</sup> instance \$50 2 <sup>nd</sup> instance \$100 3 <sup>rd</sup> instance

\*\*"Failure to perform" 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 Pupil Transportation Services.

Unless specified in Items A-Q, liquidated damages will not be assessed unless the contractor has been notified, and has had an opportunity to respond. Contractor shall have 24 hours to respond.

The Contractor(s) may appeal the issuance of liquidated damages or the issuance of a HEAT Service Report to appropriate Pupil Transportation Services staff.

G-29 Serious Service Incidents, Assessments, & Other MPS Action:

A. In addition to the incidents listed above in G28-A, a serious breach of contract, such as the following must be dealt with separately:

- an incident which results in the loss\* of a child (for any length of time);
- 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, or 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.

Bus Contractors shall immediately inform MPS Pupil Transportation and the Principal 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 The Milwaukee Public Schools recognizes its legal and ethical obligations in the detection and reporting of suspected child abuse and neglect. Pursuant to Wisconsin Statute 49.981 an abused or neglected child is a child who has been subjected to "*failure, refusal or inability* on the part of the parent, guardian, legal custodian, or *other person* exercising temporary or permanent control over a child for reasons other than poverty to provide *necessary care*, food, clothing medical or dental care or shelter so as to seriously endanger the physical health of the child." (Italics added). Wisconsin Statute 948.21(2) further states "a person responsible for the child's welfare contributes to the neglect of a child although the child does not actually become neglected if the natural and probable consequence of the person's actions or failure to take action would cause the child to become neglected." MPS staff shall promptly report instances of abuse and neglect to the proper authorities. Upon receipt of written notification from either the Director of Business Services or the Manager of Pupil Transportation, Contractors shall immediately remove from driving duties any driver or staff member suspected of abuse or neglect pending final resolution by authorities.

- C. In addition, serious, one-time incidents that don't necessarily fall under the descriptions outlined in A. through D. of G-29A 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 Services be held prior to imposing the assessment or canceling a route. The decision of the Director of Business Services shall be final.

G-30 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 school or Pupil Transportation Services and are to be accomplished on a "no charge" basis. If, however, such requests for changes result in significant increases in mileage and time of at least twenty percent (20%) the Contractor may request a revision to the route price.
- B. Requests for revision of a route price must be made in writing and must include all pertinent information including number of students, route time, route mileage, and effective date of the requested revision.
- C. A request for the split of an existing route must also be made in writing to Pupil Transportation Services and include with the request an updated rider list for each route.
- D. No adjustment will obligate the Milwaukee Public Schools to expend more than its appropriated funds.
- E. Fuel Adjustment Provision: A benchmark rate for #2 Diesel Ultra Low Sulfur fuel is hereby established for the 2013-14 school year at \$3.19 per gallon. If the monthly average rate per gallon exceeds the \$3.19, a fuel surcharge will be paid to the school bus 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 2013-2014 requirements. Bus routes will be updated based on additional student data. MPS does not guarantee that a contractor will be serving the same school(s) when the bus/route rates are recalculated. Bus/route prices will be recalculated in June, 2013 and each consecutive June of the contract, 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. Bus contractors that submit a bid explicitly recognize and accept that the final contract prices for 2013-2014 school year 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. The base will be the February 2011 index, against which the percent changes will be measured in each successive year of the contract.
- G. MPS will compensate contractors for added costs described in G18-Bus Behavior Management by adding a .007 factor to the fuel adjustment provision found in G30(E). The additional compensation will apply only to regular, special education and suburban routes awarded under RFP 711.

VIII. Specifications Pertaining To Drivers

G-31 Drivers:

- A. A driver shall have a current valid Commercial Driver's License ("CDL").
- B. Drivers shall meet all requirements of Wisconsin Administrative Code, TRANS 110 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 form 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 district standards. Specifically excluded are: Offensively "loud" shirts, clothing, jewelry, or materials depicting gang symbols, sleeveless shirts or tank tops and/or dressing and grooming in a manner that is disruptive to the safe operation of the bus.
- E. Upon request, Contractor shall provide MPS with a copy of the "Employee Handbook" or written guidelines pertaining to driver employment. At a minimum the "Employee Handbook" or guidelines must include the process for addressing employee disputes, must include a system for assigning routes to drivers (policies must support the MPS desire to have the most experienced, highly trained drivers assigned to its routes), and that discipline for work under the MPS contract (except cases involving Section G-31.I 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. The policy guidelines/handbook document must be available to Pupil Transportation Services no later than August 1 of each contract year.
- E. Binding Arbitration: Contractor shall establish a binding arbitration process for resolving disputes between bus drivers and Contractor that is expeditious, uses a neutral decision maker and is economical for all parties. Binding arbitration shall be made available to any bus driver who has successfully completed their probationary period. The scope of issues subject to this provision shall be limited to terminations, suspensions of more than three (3) days, and pay rate differences from the published rates in the "Employee Handbook". Nothing in this paragraph is intended to preclude a Contractor from expanding the scope of issues subject to arbitration beyond those specified in this paragraph, or from expanding the number of days within which a grievance can be filed beyond the 10-day period specified below, whether pursuant to an agreement with a union representing drivers who perform work under the contract between MPS and Contractor or otherwise. A bus driver seeking binding arbitration shall notify the Contractor, in writing of his or her grievance within 10 days of the date the grievance arose, or within 10 days of the aggrieved bus driver, in exercise of reasonable diligence, should have known of the grievance. Absent agreement between the Contractor and the aggrieved employee (or his or her union, if the employee is represented) to proceed differently, any such arbitration shall be conducted as follows: the arbitrator shall be selected from a panel of Wisconsin Employment Relations Commission ("WERC") arbitrators provided by the WERC or MPS approved alternate arbitration service, with costs shared equally by the bus driver (or his or her union) and the Contractor; subject to the arbitrator's availability and schedule, the arbitration shall take place within 45 days of the date an arbitrator is selected; and, if the bus driver will represent himself or herself at the arbitration, such bus driver shall be permitted to contact the arbitrator to discuss issues of procedure prior to the hearing, as long as the Contractor is provided an opportunity to participate in any discussions. This binding arbitration requirement does not require a Contractor to allow bus drivers to arbitrate any matters or disputes other than those involving work under the Contractor's contract with MPS.
- B. No bus driver shall be discriminated against for exercising his or her right to binding arbitration.
- C. Discipline, including terminations, shall be for just cause.

- D. Contractors must replace a driver that proves unsatisfactory based on written notification from Pupil Transportation Services. This action is not subject to the above binding arbitration process.
- E. Contractor must provide a copy of the "Employee Handbook" or like document to the bus drivers each contract year. Additional copies are to be available on request.
- F. Failure to comply with this requirement may result in the withdrawal of portions of any contract. MPS will designate a contact that bus drivers may call or write in the event that they have any complaints regarding the Contractor's compliance with Section G-33 (F). Contractor shall post a notice, prepared by MPS, that apprises bus drivers of these specifications and the hourly rates of pay specified in Section G-34.A below.
- G. Contractor may be required to provide salary records and/or evidence that Contractor is complying with items "A-K" above and Section G-34.A below.
- H. Nothing in this Specification shall preempt the rights of employees to engage in collective action as protected under the national Labor Relations Act.
- I. 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 successor or assigned 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.

Contractor is and shall remain independent (with the obligation solely on the Contractor's part to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income) providing consultation on the matters made the subject thereof. MPS understands the Contractor will engage in other business or trade for other persons or organization, at Contractor's discretion, during the time Contractor is rendering services for MPS, providing that such outside functions do not in any way restrict Contractor in performing the services provided for in this Contract.

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

Contractor agrees that Contractor will not file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by a contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter.

#### G-32 Stand-By Drivers:

The contractor shall maintain no less than ten percent (10%) of drivers as stand-by drivers each and every day both a.m. and p.m. 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 for the Milwaukee Public Schools. Contractors may not count Field Supervisors (see Section G-42) or dispatch staff as stand-by drivers. Contractors must ensure that stand-by drivers are dispatched in a timely manner to insure that all bus stops are picked up on time. Failure to maintain an adequate staff of stand-by drivers may result in cancellation of route(s).

#### G-33 Driver Roster:

- A. Bus contractors are to maintain an updated driver roster and standby 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. Standby drivers shall be designated as such.

- B. Both MPS and the contractor understand that the Milwaukee Board of School Directors (“MBSD”) is bound by the Wisconsin Public Records Law, and as such all terms of this agreement are subject to and conditioned on the provision of Wis. Stat. 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. Pursuant to Wisconsin Statutes Section 121.52(2) (b) contractors are required to take any action necessary to comply with this requirement. MPS shall notify the contractor when a written request for a driver’s name is received.

G-34 Driver Pay:

- A. Each Contractor awarded a contract with Milwaukee Public Schools must pay a minimum of \$12.00 per hour in 2013-14 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 the Milwaukee Public Schools, including work ordered directly by other MPS schools and/or departments. This provision must be included in the “Employee Handbook”. MPS will make provisions in subsequent years to increases in the minimum driver pay requirement.
- B. Failure to comply with this requirement may result in the withdrawal of portions of any contract.
- C. Contractor may be required to provide salary records or evidence that Contractor is complying with item "A" above.
- D. Contractor shall establish pay policies that comply with these specifications, including the established minimum pay rate specified in G-34A, and state and federal wage and hour regulations.

G-35 Drug Testing and Alcohol Screening Program:

- A. The Milwaukee Public Schools (“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 the Milwaukee Public Schools 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 and Wisconsin laws and statutes, each bus company under contract with MPS will implement a pre-employment, reasonable suspicion, and randomly generated controlled substance and alcohol testing program, effective upon execution of any contract. An objective of this program will be the early identification and referral for treatment of workers with controlled substance and/or alcohol abuse problems. Therefore, it is imperative that a company have available referral information and access to appropriate employee assistance programs designed to help individuals requesting help or treatment.

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

Whenever a bus company 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. The MPS Pupil Transportation Services can request a bus company to investigate a driver if there is a reasonable cause, in accordance with DOT Reasonable Cause Drug Policy Procedures Contractors will provide documentation 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

- 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 bus contractor.

E. MPS Contract Compliance

Pupil Transportation Services retains the right to conduct a review of a bus company'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. Written Procedure

No later than September 1, 2013, the Contractor shall provide Pupil 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-36 Criminal Background Check:

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

G-37 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

Bus Contractors have the option of using the information found in the "MPS Bus Driver Handbook" in the Contractor's bus driver training program. Pupil Transportation Services may review Contractors' bus driver training program.

- B. Bus Companies shall be required to hold monthly meetings with bus drivers to review safety and performance issues and concerns. Attendance at these meetings is mandatory. Bus Companies shall forward their training schedules and agendas to Pupil Transportation for each meeting.
- C. Bus 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. Pupil Transportation Services will review the program for training and completeness. Contractors may elect to use MPS Division of Special Education staff to conduct the training program.

D. Bus Contractors shall train drivers in pupil management and handling misconduct on the bus. It is the responsibility of the Contractor to work with the school principal and staff to review and enforce bus rules.

E. A driver supervisor shall ride with 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. The Contractor shall provide documentation that this review has occurred.

#### G-38 No Smoking, Weapons and Radio Policy:

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

#### G-39 Other Staff:

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

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

### IX. Specifications Pertaining To Insurance

#### G-40 School Bus Insurance:

- A. All applicable Wisconsin State Statutes shall apply, including any and all future revisions. This includes compliance with, but is not limited to, the following statutes: 121.53 regarding general terms of coverage, and 632.32 regarding uninsured and underinsured motorists.
- B. Notwithstanding the auto liability insurance limits specified under Wisconsin Statute 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 company(ies) must have a current A.M. Best rating of A- or better.
- C. The Board of School Directors of the City of Milwaukee must be named as an additional insured under the aforementioned insurance policies. The aforementioned insurance policies shall defend and hold harmless the Board of School Directors of the City of Milwaukee, and the City of Milwaukee, their officers, agents, employees, and other responsible parties of any and all liability for property damage and injuries to pupils, employees of the Board of School Directors of the City of Milwaukee and any other individual riding as passengers on any bus under this contract. Coaches hired as drivers by the contractor are contractor's employees while driving the bus, loading and unloading pupils and/or property on and off the bus and while performing any maintenance on the bus.

- 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 Director, shall be filed with Transportation Services and the State of Wisconsin, Department of Transportation. (Wisconsin Statutes 121.53(4)). A sample copy of a Certificate of Insurance that meets all requirements is provided at the end of this document.
- E. Evidence of the aforementioned insurance must be filed with the MPS Pupil Transportation Services before August 1, 2013, and must be in the form of a certificate of insurance noting that the Board of School Directors of the City of Milwaukee is named as an additional insured. The certificate(s) must afford ten (10) day written notice to the MPS Transportation Services cancellation, non-renewal, or known material change in the aforementioned insurance for the duration of this contract.
- F. Contractor is responsible for carrying and maintaining for its employees Workers Compensation and Employers Liability insurance. The contractor is responsible for carrying adequate limits of employers liability insurance so that it can be scheduled under the contractor's umbrella policies. Evidence of this insurance must be provided to the MPS Pupil Transportation Services and is to be included on the certificate of insurance. Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of Milwaukee Public Schools including its directors, officers, agents, and employees.
- G. Indemnification. Each Contractor agrees that it will indemnify and hold and save the Board of School Directors of the City of Milwaukee, its agents, officers, and employees whole and harmless, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against the Board of School Directors of the City of Milwaukee, 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. Coaches hired as drivers by the contractor are contractor's employees while driving the bus, loading and unloading pupils and/or property on and off the bus and while performing any maintenance on the bus. Such indemnification of the Board of School Directors of the City of Milwaukee, 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 Board of School Directors of the City of Milwaukee's agents or employees. Contractor covenants and agrees that in case the Board of School Directors of the City of Milwaukee 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 Board of School Directors of the City of Milwaukee arising out of such litigation.

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

#### X. Specifications Pertaining To Accidents

##### G-41 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 Pupil Transportation, using either the HOT LINE number, the Director of Business Services cell phone number, the Manager of Pupil Transportation cell phone number, the general office number, or if unsuccessful, by faxing the information on MPS supplied forms to 475-8113. It is the responsibility of the Contractor to insure that MPS has been informed of the accident. A written report describing the accident must be submitted to Pupil Transportation Services within 48 hours.

- C. The Contractor will contact the school principal with all available information immediately after contacting Pupil Transportation. The Contractor shall update Pupil Transportation and the school principal as additional information is available.
- D. Failure to report an accident may result in either the cancellation of the route or the issuance of Liquidated Damages.

#### XI. Specifications Pertaining To Communications

##### G-42 Computer and Telephones:

- A. Each Contractor performing any service through a Milwaukee Public School is required to connect to the Milwaukee Public Schools student transportation data base 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 the district 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 company 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 public accessible numbers no later than June 1, 2013. This requirement is in addition to the hotline provided by MPS. Contractor's that use an automated dial system must have the parent/school number be as #1, and be the first number provided
- C. Contractor must provide adequate staff to answer telephone calls. At a minimum, each company which runs more than thirty (30) vehicles for MPS must have staff to cover the telephones as described in G-39 (B). 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 shall be responsible to provide 1 additional temporary staff for every 50 buses to assist with communication with school and parents during the first three weeks of school. Contractor is required to provide trained staff to respond to "Hot Line" calls within five rings.
- D. Contractor shall supply cellular and home telephone numbers of all management and safety personnel to Pupil Transportation by July 15, 2013. MPS shall be notified of all changes immediately.
- E. Bus contractors are responsible to establish and operate a complaint and/or problem resolution procedures 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 24 hours. The Contractor must provide MPS a copy of its customer service procedures and staffing plan no later than August 15, 2013. MPS reserves the right to require the contractor to expand, modify or reinforce its procedures and staffing to provide effective customer support.

#### XII. Specifications Pertaining to Field Supervision

##### G-43 Field Supervisors:

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

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

1. Spot checking operator 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 operators;
  4. Resolving problems between the vendor's personnel and school officials or parents;
  5. Assigning spare vehicles and continuing service where bus breakdowns occur;
  6. Providing training to drivers according to the contractor's safety training program; and
  7. Represent 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 as of August 15 of each school year.

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

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

XIII. Specifications Pertaining to Financial Stability

G-44 Evidence of Financial Stability:

- A. In order to demonstrate ongoing financial capability throughout the course of the contract, each contractor must maintain a continuous credit relationship with a bank or other lending agency. Evidence of such a relationship may be through a letter of credit, a standing line of credit, or other credit relationship with the contractor's financial agency.
- B. No later than August 15, 2013, the contractor must provide the Department of Business Services with a document signed by the bank or financial institution providing evidence of such credit availability covering a minimum of two week's anticipated revenues from MPS.
- C. MPS reserves the right to require further evidence of financial stability at other times throughout the course of the contract if, in its opinion, the contractor appears to be on the verge of defaulting on its financial obligations to its creditors or employees.
- D. In the event that MPS is required to make direct payments to a contractor's creditors, a service charge of \$50 per invoice will be assessed and deducted from future payments to the contractor.
- F. Contractor shall provide MPS administration review of financial statements upon request.

XIV. Specifications Pertaining to Historically Underutilized Business ("HUB")

G-45 Contractor Purchases:

- A. Each contractor is expected to develop a program which will ensure that a percentage of its discretionary operational purchases are made from Historically Underutilized Businesses in the Milwaukee area. Milwaukee Public Schools will provide a listing of certified suppliers which qualify in meeting the purchase requirements. This list will be updated as additional certified HUB suppliers are located.
- B. Discretionary operational purchases are those items which the contractor can choose among various suppliers to fill the company's needs. Examples of these items include: insurance, gasoline, diesel fuel, repair parts, fluids, tires & batteries, radios, engine and body work, towing, snow removal, paving and landscape services, waste removal, driver physicals, office supplies & furniture, printing & advertising, and other types of products or services.
- C. Each contractor's goal for the school year is based upon its anticipated total revenue from MPS for the Regular, Ex Ed, and Suburban contracts. This information will be provided to each contractor by September 1, 2013.
- D. For 2013-2014 the goal is: 3.5%. Therefore, 3.5% of the total MPS revenue for the contracts listed in item "C" above must be spent with certified HUB businesses in any mix or combination (i.e. for each million dollars in revenue, the contractor must spend \$35,000 in purchases from HUB firms).
- E. All purchases must be made in the year to which they apply (July 1- June 30). To verify the purchases, each contractor must provide documentation from the certified HUB supplier to the Department of Business Services on December 1, March 1, and June 1 of each school year.
- F. In the event that a contractor cannot meet its goal of 3.5%, it must provide written evidence of efforts to attain the goal, including records of HUB contacts, price solicitations, etc.

#### XV. Force Majeure

- A. In the event that a bus contractor shall fail at any time to provide the transportation awarded, solely as the result of extreme weather conditions or impassable road conditions, or by an act of God, fire, riots, war, civil commotion, labor disputes, labor strikes, pandemics or unavailability of fuel, such failure on the part of the bus contractor shall not be deemed a breach of the contract. MPS continues to reserve the option of issuing Liquidated Damages as described in Section G-29 for actions within the control of the Contractor.
- B. The determination as to whether road or weather conditions are such as to make it unsafe to transport pupils shall be made by Milwaukee Public Schools.
- C. In the event that a bus contractor cannot provide services for the reasons listed above, Milwaukee Public Schools will take whatever actions it deems necessary and appropriate to ensure continuous transportation services for its pupils.
- D. MPS will negotiate with the contractors a methodology and amount of reimbursement for any additional costs incurred by the contractors as a result of the Milwaukee Sick Pay Ordinance.

#### Contract Compliance

Milwaukee Public Schools reserves the right to review contractor documents and reports which are directly related to contract compliance or the performance of services for MPS. Such reports and documents include, but are not limited to, the following:

- Driver, standby driver, and field supervisor rosters;
- Driver payroll as it relates to the payment of \$12.00 per hour;
- Employee Handbook;
- Fleet registration certificates;
- Insurance coverage for vehicles, workers compensation, and employer's liability; and

Contracts and procedures for drug and alcohol screening of employees.

Such reports shall be made available to authorized personnel from Pupil Transportation Services and the Division of Business Services upon reasonable request and in a timely fashion. Authorized personnel include the Director of the Division of Business Services and other personnel designated by MPS.

#### XVI. Additional Services

In addition to providing safe and efficient transportation operations, the 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;
- \* Field audits to monitor daily performance, records, and controls; and
- \* Training of drivers

#### XVII. Performance Reviews and Quality Assurance

Milwaukee Public Schools and the bus contractors servicing MPS realize that written, agreed upon operational performance measures are an integral part of the daily service expectations and working relationships between the district and the bus contractors. The parties also realize that these standards need to be dynamic and adaptive in order to meet changing service conditions and concerns which may come from either within or outside the district.

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 bus contractors and MPS.

Quality of service will be an integral measure in the awarding of additional routes, extra-curricular and off-peak services.

#### XVIII. Public Records Law

Contractor shall comply with the Public Records Law of Wisconsin and Contractor will assist MPS in conforming to the law.

#### XIX. Discrimination Prohibited

Pursuant to law, it is unlawful and Contractor agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to publicly offer employment based on such discrimination; not to adopt or enforce any rule or employment policy which discriminates between employees on account of race, color, religion, sex, creed, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to seek such information as to the employee as a condition of employment, not to penalize any employee or discriminate in selection of personnel for training solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

#### XX. School Bus Idling Policy

The following steps/activities will be implemented for the 2013-2014 school year/

- Limit idling to no longer than five (50 minutes unless vehicle is in transit).
  - Loading and unloading at route stops is considered in transit.
  - Bus yards, charter trips, school zones, park-outs are not considered in transit.
- Exceptions include:
  - Conditions that would compromise passenger safety
  - Idling while in traffic or at stop signs/lights.
  - Repairs or maintenance that requires the engine running.
- Buses must be turned off as soon as possible after arriving at loading/unloading zones.
  - Applies to charters, athletic events, field trips.
- 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 manufacture's recommendation or weather conditions.
- If warmth of the bus is an issue and idling is necessary, it must:
  - Be kept to a minimum
  - 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.

