



ANNE ARUNDEL  
COUNTY PUBLIC SCHOOLS

2644 Riva Road, Annapolis, MD 21401 | 410-222-5000 · 301-970-8644 (WASH) · 410-222-5500 (TDD) | [www.aacps.org](http://www.aacps.org)

June 28, 2018

Mr. Derrick Kazimierski, Vice President  
Dillon's Bus Service, Inc  
7479 New Ridge Road  
Hanover, MD 21076

**Re: RFP #18SC-154: Prequalification of Coach Bus Contractors**

Dear Mr. Kazimierski:

I have approved the award of a contract to your company under the above-referenced solicitation. Attached is a copy of the fully-executed contract and a list of all awarded contractors. Should you have any questions regarding the contract, please contact Susan Phillips at 410.222.5166 or via email at [sbphillips@aacps.org](mailto:sbphillips@aacps.org). Questions regarding performance should be directed to the Supervisor of Transportation at 410.222.2910.

Congratulations! We look forward to a successful partnership.

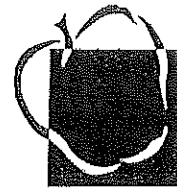
Sincerely,

A handwritten signature in black ink, appearing to read "Mary Jo Childs".

Mary Jo Childs, Esq., CPPO, CPCU  
Supervisor of Purchasing

cc: Transportation  
Contract File

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS  
PURCHASING OFFICE  
2644 RIVA ROAD  
ANNAPOLIS, MARYLAND 21401



ANNE ARUNDEL  
COUNTY PUBLIC SCHOOLS

Title: RFP # 18SC-154 Prequalification of Coach Bus Contractors

Issued: April 3, 2018 Buyer: Susan B. Phillips, 410-222-5166, sbphillips@aacps.org

**Proposal Due Date:** Proposals are due no later than **10:00 a.m. Eastern Time on Tuesday, May 8, 2018**, in the Purchasing Office at the above address. Electronic submissions - email or fax - are NOT acceptable and will be rejected. The opening is not public.

A pre-proposal conference is scheduled for **10:00 a.m. Eastern Time on Friday, April 20, 2018**, in the Bid Room within the Purchasing Office.

If the AACPS Central Office Building is closed due to unforeseen circumstances, proposals shall be due on the next business day that the building is open. The originally scheduled proposal receipt time will remain the same even if the date is changed. Visit the AACPS website, [www.aacps.org](http://www.aacps.org), for the status of building closures. *Closing of schools does not constitute closing of the Central Office Building.*

**NOTE: MINORITY & SMALL BUSINESS ENTERPRISES AND VETERAN-OWNED BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS RFP.**

This Proposal must be signed by an owner, partner, or in the case of the corporation, the President, Vice President, Secretary, or other corporate officer. To be signed by any other official, a Power of Attorney or Corporate Resolution must be attached to the proposal. If the Offeror is a corporation, then it must be registered in accord with the Corporations and Associations Article of the Annotated Code of Maryland. Your signature on this page provides AACPS your acknowledgment and acceptance of the terms and conditions contained in the RFP and the execution of same during the discharge of any succeeding contract.

It shall be clearly understood that unless otherwise indicated, when this page is executed by an authorized officer of AACPS, these specifications, terms and general conditions, and price proposal shall become a legally binding Contract between the Successful Offeror and the AACPS.

Offeror Name: Dillon's Bus Service, Inc.

Address: 7479 New Ridge Road, Hanover, MD 21076

Phone: 410-647-2321 Fax: 410-647-8827 eMail: derrick.kazimierski@coachusa.com

Federal ID or Social Security Number: 52-2084395 Federal Motor Carrier #: MC-108531

MDOT MBE Certification # \_\_\_\_\_ US DOT #: 16724

eMaryland Marketplace #: 00021508 MD Dept. of Assess. & Taxation #: \_\_\_\_\_

Offeror Signature: D. Kazimierski

Printed Name, Title and Date: Derrick Kazimierski, Vice President

5/28/18

Accepted by AACPS Supervisor of Purchasing: Mary Jo Childs, Esq., CPPO, CPCM

Signature Mary Jo Childs

Date 6/27/18

Award Limitations: \_\_\_\_\_



May 28, 2018

Anne Arundel County Public Schools  
Purchasing Office  
2644 Riva Road  
Annapolis, Maryland 21401

Re: RFP # 18 SC - 154  
Prequalification of Coach Bus Contractors

Dear Sirs:

We are pleased to present the attached proposal to operate Charter Bus Service for the Anne Arundel County Public Schools.

Our Corporate information is as follows:

Dillon's Bus Service, Inc., A Coach USA Company

7479 New Ridge Road

Hanover, Maryland 21076

Phone 410-647-2321

Fax 410-647-8827

Contact Person – Derrick Kazimierski

Cell Phone 908-248-3954

[Derrick.Kazimierski@coachusa.com](mailto:Derrick.Kazimierski@coachusa.com)

Fein: 52-2084398

eMM Vendor ID: 00021508

We acknowledge receipt of Amendment No. 1 (attached).

Dillon's Bus Service accepts all of the contract terms and conditions described in the RFP referred to above.

The undersigned has the authority to execute a contract on behalf of Dillon's Bus Service, Inc.

A handwritten signature in black ink, appearing to read "D. Kazimierski", is written over a horizontal line.

Derrick Kazimierski, Vice President



ORIGINAL

RESPONSE TO:  
  
INVITATION FOR BID  
RFP #18SC- 154  
PREQUALIFICATIONS OF COACH BUS CONTRATORS  
FOR  
ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

SUBMITTED BY:  
DILLON'S BUS SERVICE, INC  
7479 NEW RIDGE ROAD  
HANOVER, MD 21076

May 30, 2018



A COACH USA COMPANY

**Section II: Qualifications/Experience Affidavit**Name of Offeror Dillon's Bus Service, Inc.

Information furnished in response to this Affidavit and any verification made by AACPS provides a basis for determining the responsibility of Offerors. If the experience or background of the Offeror is deemed insufficient by AACPS, the Offeror may be determined not responsible and the proposal rejected.

Offeror shall have at least five years' experience in providing work similar in scope and complexity to those described herein. The most recent experience must be within the past 12 months.

1. How many years has your firm been in the business of providing similar services/scope of work under your present legal name? 21 Years of relevant experience.  
1a. Under a different legal name? 79 Years of relevant experience. (Company was established in 1918 by Edmund Dillond)

AACPS may consider relevant individual experience of key personnel when assessing the responsibility of the Offeror.

2. List at least three contracts/references similar in scope and complexity to the work described herein, in which your organization has completed within the last five years (include company names, firm or government agency, address, contact person, phone number, and email address).

- A. Project: PG County School Field Trips  
Beginning and End Date of Contract: September 2015-Ongoing  
Address: 960 Nalley Rd, Landover, MD 20784  
School District or Organization: Prince George's County Public Schools  
Contact Person: Theresa Jackson  
Phone Number and Email: 301-639-5356 / theresa.jackson@pgcps.org
- B. Project: Montgomery County School Field Trips  
Beginning and End Date of Contract: 2007-2018  
Address: 6311 Wilson Ln., Bethesda, MD 20814  
School District or Organization: Montgomery County Public Schools  
Contact Person: Esther Ansah  
Phone Number and Email: 301-320-6540 / esther\_b\_ansah@mcpsmd.org
- C. Project: US Naval Academy Field Trips  
Beginning and End Date of Contract: 1996 - Ongoing  
Address: 101 Buchanan Rd, Annapolis, MD, 21402  
School District or Organization: United States Naval Academy  
Contact Person: Ellen Sherman  
Phone Number and Email: 410-293-3875 / sherman@usna.edu

3. How many people does your company presently employ on a:

A. Full Time basis? 165 B. Part Time basis? 17

4. List the number of motor coach buses your company currently has in operation and include the age, seating capacity and all amenities (Wi-Fi), reclining seats, TV monitor and electronic video players with viewable screens from each seat, electric/power to individual seats, restroom facilities) of each bus, etc.

Dillon's current operates 122 motor coaches (56 seats). The fleet list is included as Exhibit \_\_\_\_\_. About 25 coaches are available daily for charter trips. All of these are equipped with restrooms, reclining seats, wheelchair lifts, DVD players and PA systems. Thirty three buses are equipped with WIFI and outlets.

5. Describe your company's fleet inventory plan -- will your company be expanding its inventory or downsizing inventory over the term of the contract? Dillon's fleet has increased slightly over the past 3 years going from 115 buses to 122 buses.

Each year we add some new buses to our fleet and retire the oldest buses.

6. Describe your accommodations for physically disabled students.

All buses in Dillon's Fleet are equipped with wheelchair lifts. All drivers have been trained in the use of the lifts and proper conduct for dealing with physically disabled passengers. (See Dillon's accessibility plan in Exhibit I).

7. Describe you company's process for handling roadside emergency situations (breakdowns, accidents).

See attached Exhibit I

8. Has your organization performed any contract, not included in #2 above, for any unit of the State of Maryland or Anne Arundel County Government over the last five years? (Please list names, addresses, dates and the government employee responsible for accepting the work).

See attached "Response to Technical Proposal Section".

9. Has your company or any of its officers or employees ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty, or liquidated damages arising out of poor or non-performance? Explain.

No

10. Has your company ever been suspended or debarred bidding on contracts by the Board of Public Works, or any other local, state or federal organization for any reason? Explain.

No

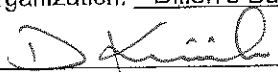
11. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

No

The signatory of this form hereby affirms that the information as set forth is accurate, truthful and complete, to the best of his/her knowledge and belief.

Dated this 28th day of May 2018.

Name of Organization: Dillon's Bus Service, Inc.

By:   
(Signature)

Derrick Kazimierski  
(Print Name)

Title: Vice President & GM

**Exhibit 1**  
**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

I hereby affirm that I, Derrick Kazimierski (name of affiant) am the Vice President (title) and duly authorized representative of Dillon's Bus Service, Inc. (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation: ☒ domestic or ☐ foreign;
- (2) Limited Liability Company: ☐ domestic or ☐ foreign;
- (3) Partnership: ☐ domestic or ☐ foreign;
- (4) Statutory Trust: ☐ domestic or ☐ foreign; or,
- (5) ☐ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

**C. EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the following requirements of Section 11-722 of the Criminal Procedure Article, and Section 6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. **An AACPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant.** A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.

B. An AACPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:

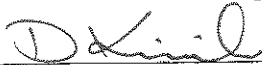
- Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
- Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
- An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
- Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
- An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
- A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland;
- or
- An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See Section 6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in immediate termination for cause.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: Derrick Kazimierski  
(printed name of Authorized Representative and affiant)

  
(signature of Authorized Representative and affiant)

Date: 5/28/18



**18SC-154 Prequalification of Coach Bus Contractors**  
**Section VII: PRICE PROPOSAL**

**YEARS 1 through 3**

Motor Coach Bus, Local:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	\$690.00 - 6 Hrs.	\$805.00 - 7 Hrs.
Hourly Rate	\$115.00 (After 6 Hrs)	\$115.00 (After 7 Hrs)
Mileage Rate	\$4.75 (After 145 Mi)	\$4.75 (After 170 Mi)
Cancellation Rate	\$200.00	\$200.00
	24 Hrs. Prior to trip	24 Hrs. Prior to trip

Motor Coach Bus, Long Distance:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	\$1,400.00 - 12 Hrs.	\$1,400.00 - 12 Hrs.
Hourly Rate	\$125.00 (After 12 Hrs)	\$125.00 (After 12 Hrs)
Mileage Rate	\$4.75 (After 295 Mi)	\$4.75 (After 295 Mi)
Cancellation Rate	\$200.00	\$200.00
	24 Hrs. Prior to trip	24 Hrs. Prior to trip

**OPTION YEAR 1**

Motor Coach Bus, Local:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	\$710.00 - 6 Hrs.	\$830.00 - 7 Hrs.
Hourly Rate	\$118.00 (After 6 Hrs)	\$118.00 (After 7 Hrs)
Mileage Rate	\$4.75 (After 150 Mi)	\$4.75 (After 175 Mi)
Cancellation Rate	\$200.00	\$200.00
	24 Hrs. Prior to trip	24 Hrs. Prior to trip

Motor Coach Bus, Long Distance:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	\$1442.00 - 12 Hrs	\$1442.00 - 12 Hrs
Hourly Rate	\$118.00 (After 12 Hrs)	\$118.00 (After 12 Hrs)
Mileage Rate	\$4.75 (After 300 Mi)	\$4.75 (After 300 Mi)
Cancellation Rate	\$200.00	\$200.00
	24 Hrs. Prior to trip	24 Hrs. Prior to trip

**OPTION YEAR 2**

Motor Coach Bus, Local:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	\$730.00 - 6 Hrs.	\$850.00 - 7 Hrs.
Hourly Rate	\$124.00 (After 6 Hrs)	\$124.00 (After 7 Hrs)
Mileage Rate	\$5.00 (After 150 Mi)	\$5.00 (After 175 Mi)
Cancellation Rate	\$200.00	\$200.00
	24 Hrs. Prior to trip	24 Hrs. Prior to trip

Motor Coach Bus, Long Distance:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	\$1470.00 - 12 Hrs	\$1470.00 - 12 Hrs
Hourly Rate	\$128 (After 12 Hrs)	\$128 (After 12 Hrs)
Mileage Rate	\$5.00 (After 300 Mi)	\$5.00 (After 300 Mi)
Cancellation Rate	\$250.00	\$250.00
	24 Hrs. Prior to trip	24 Hrs. Prior to trip

## 18SC-154 Prequalification of Coach Bus Contractors

### Section VII: PRICE PROPOSAL

#### OPTION YEAR 3

Motor Coach Bus, Local:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	<u>\$750.00 - 6 Hrs</u>	<u>\$870.00 - 7 Hrs.</u>
Hourly Rate	<u>\$132.00 (After 6 Hrs)</u>	<u>\$132.00 (After 7 Hrs)</u>
Mileage Rate	<u>\$5.00 (After 300 Mi)</u>	<u>\$5.00 (After 300 Mi)</u>
Cancellation Rate	<u>\$300.00</u>	<u>\$300.00</u>

Motor Coach Bus, Long Distance:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	<u>\$1495.00 - 12 Hrs.</u>	<u>\$1495.00 - 12 Hrs.</u>
Hourly Rate	<u>\$136.00 (After 12 Hrs)</u>	<u>\$136.00 (After 12 Hrs)</u>
Mileage Rate	<u>\$5.00 (After 300 Mi)</u>	<u>\$5.00 (After 300 Mi)</u>
Cancellation Rate	<u>\$300.00</u>	<u>\$300.00</u>
	24 Hrs. Prior to trip	24 Hrs. Prior to trip

Submitted by:

Offeror Name:

Dillon's Bus Service, Inc.

Printed Name and Title:

Derrick Kazimierski - Vice President

Authorized Signature:



Date: 5/28/18



June 19, 2018

Susan B. Phillips, CPPB  
Senior Buyer  
Anne Arundel County Public School

Re: 18 SC -154  
Prequalification of Coach Bus Contractors

Dear Ms. Phillips,

Our original submission listed the hours and miles that were applicable to the flat rate prices we provided. It also showed the hourly rate and mileage rate for any time and / or mileage beyond the initial flat rate prices. It has been our practice to allow our customers a 30 minute grace period for time beyond the scheduled return time and, therefore, the overtime hourly rate would be assessed only for time beyond the 30 minutes.

As you noted in your letter the "Weekend or Holiday" hourly rate for additional hours on local trips in Option Year 2 is incorrect. It should read "(after 7 hours)."

If you have any other questions about our proposal please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Kazimierski".

Derrick Kazimierski  
Vice President & GM

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**Definitions**

**ADA:** Americans with Disabilities Act

**CDL:** Commercial Drivers' License

**COMAR:** Code of Maryland Regulations

**COMAR DOT Physical:** A State-mandated annual physical requiring compliance with the Federal DOT prescriptive physical elements.

**DOT:** Department of Transportation

**FMCSA:** Federal Motor Carrier Safety Administration

**MCSR:** Motor Carrier Safety Review

**MDOT:** Maryland Department of Transportation

**MSDE:** Maryland State Department of Education

**MVA:** Motor Vehicle Administration

**Responsible:** A person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that shall assure good faith performance.

**Responsible Bidder:** One who is capable financially and has the capacity to complete the job for which it is bidding. A responsible bidder is one who is not only financially responsible, but who is possessed of a judgment, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.

**Responsive Bid:** A bid submitted in response to an invitation for bids that conforms in all material respects to the requirements contained in the invitation for bids.

**Services:** The rendering of time, effort, or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. It includes, but is not limited to, the professional, personal, and/or contractual services provided by architects, engineers, attorneys, accountants, physicians, consultants, appraisers, land surveyors, and where the service is associated with the provision of expertise or labor, or both.

**Supplies:** All tangible personal property, including equipment, leases of equipment, insurance, including necessarily associated services, and printing.

**USDOT:** United States Department of Transportation

**Section I: GENERAL INFORMATION****1. GENERAL**

The Board of Education of Anne Arundel County, hereinafter referred to as Anne Arundel County Public Schools or AACPS, is soliciting competitive sealed proposals to prequalify motor coach contractors with certified personnel and equipment to provide safe, reliable and efficient transportation services to students for trips as part of educational and extracurricular programs.

AACPS intends to award a three-year contract, with three one-year renewal options.

*The buyer named on the first page of the RFP is the only person authorized to answer questions regarding this RFP. Offerors should not rely on information obtained from any source other than the named buyer. Offerors are responsible for monitoring the AACPS Purchasing website for any amendments to the RFP.*

**2. NO OBLIGATION**

This Request for Proposals (RFP) implies no obligation on the part of the AACPS.

**3. MINORITY AND SMALL BUSINESS ENTERPRISES**

There is no MBE Subcontracting goal for this solicitation. Minority and Small Business Enterprises are encouraged to respond to this solicitation notice.

For additional information please contact AACPS's Minority and Small Business Enterprise Office, Esther Avery at 410-222-5130. The MDOT web site ([www.mdot.state.md.us](http://www.mdot.state.md.us)) is available to help locate MDOT-certified Minority Business Enterprises. The Maryland Department of General Services (DGS) website [www.smallbusinessreserve.maryland.gov](http://www.smallbusinessreserve.maryland.gov) is available to help locate registered Small Business Enterprises.

**4. PROPOSAL INSTRUCTIONS**

Electronic submissions – email or fax – are not acceptable and will be rejected. Offerors are responsible for properly labeling their proposal envelope with their name, address, proposal number and due date. AACPS is not responsible for a proposal that may be inadvertently opened before the specified opening date, unless it is submitted with proper labeling.

**5. REJECTION/CANCELLATION OF RFP**

This RFP is subject to cancellation when determined by the Supervisor of Purchasing to be in the best interest of AACPS.

**6. PRICE GUARANTEE**

The Offeror warrants that the price proposal shall be effective for a period of not less than 120 days from the date proposals are due. NOTE: If the proposal is selected for award, prices shall remain firm over the duration of the contract.

**7. EXCEPTIONS**

If an Offeror finds any discrepancy in the RFP or if there is any doubt as to the meaning or intent of any part of the RFP, or should an Offeror take exception to the terms and conditions stated herein, the Offeror must request clarification from AACPS not later than 7 calendar days before the proposal due date. Failure to request such clarification prior to proposal submission shall be construed as Offeror's full acceptance of the terms and conditions as stated.

**8. SUBMITTALS**

Offeror must submit an original, fully-executed solicitation cover sheet, completed bid/proposal affidavit, financial statement, completed Qualifications/Experience Affidavit, completed Price Proposal Work Sheet, any issued addenda, and any other additional documents requested. Submission of the signed solicitation cover sheet acknowledges all aspects of the RFP and incorporates the RFP into the contract by reference. Acceptable documents for Offeror's compliance with the mandatory Financial Statement include: Latest Balance Sheet and Income Statement as computed by an independent accounting firm; Annual Report; Dun & Bradstreet complete

Business Report; or, other financial documents as determined acceptable by the Supervisor of Purchasing. Failure to submit the required documents may cause rejection of the proposal.

**9. LATE PROPOSALS**

Late proposals will not be accepted unless there is a mistake on the part of an AACPS employee that causes the proposal to be late. It is the sole responsibility of the Offeror to ensure that its proposal is submitted on or before the date and time specified. Late proposals will be turned away, returned unopened, or destroyed at the Offeror's request.

**10. PROPOSAL WITHDRAWAL**

No proposal may be withdrawn after it is submitted to AACPS unless (1) the Offeror makes a written request to the buyer before the time set for receipt of proposals, (2) AACPS fails to award or issue a notice of intent to award, or (3) the Offeror provides clear and convincing evidence that a mistake in the price proposal has been made *and only then with the approval of the AACPS Supervisor of Purchasing*.

**11. COST OF PREPARING THE PROPOSAL**

AACPS accepts no responsibility for any expense incurred in the proposal preparation and presentation requirements, if any. Such expense is to be borne exclusively by the Offeror.

**12. COOPERATIVE PURCHASING CLAUSE**

AACPS reserves the right to extend all the terms, conditions, specifications, and unit or other prices of any contract resulting from this solicitation to all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this solicitation and will also provide usage information upon request.

AACPS assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this solicitation. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

**13. PROTESTS**

Protest procedures are governed by the Board of Education of Anne Arundel County Regulation DEC-RA.

**14. REGISTRATION**

Pursuant to Section 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland shall be registered with the State Department of Assessments and Taxation (SDAT) before doing any intrastate or foreign business in this State. Before doing any interstate business in this State, a foreign corporation shall qualify with SDAT.

**15. COMPETITIVE SEALED PROPOSAL PROCESS**

- ❖ Offerors must submit questions to the Buyer no less than 7 calendar days before proposals are due. *The buyer named on the first page of the RFP is the only person authorized to answer questions regarding this RFP.*
- ❖ Offerors shall submit all requirements set forth in the RFP.
- ❖ Offerors shall submit one original and 5 paper copies of their technical proposal and one original paper copy of their price proposal. The Offeror shall also submit one electronic copy of the technical and financial proposal on a flash drive or CD. Financial statements are to be included in the Technical Proposal – not the price proposal.
- ❖ The buyer will initially review each submission for responsiveness. Proposals that are determined to be not responsive or Offerors determined to be not responsible shall be rejected and timely notified.

- ❖ Responsive proposals shall be evaluated by an evaluation committee in accordance with the specifications and evaluation criteria contained herein. Technical proposals determined to be not responsive or Offerors determined to be not responsible shall have their proposal rejected and timely notified.
- ❖ The evaluation committee, after an initial review of the responses, may elect to conduct discussions to ensure a complete understanding of AACPS' requirements and Offeror's technical proposal.
- ❖ Upon completion of the evaluation, the evaluation committee shall make a recommendation to the Supervisor of Purchasing based on the evaluated score considering the evaluation criteria set forth in the RFP. Recommendation of award shall be made to firms receiving the highest evaluated total score.
- ❖ Upon the approval of the Board of Education of Anne Arundel County, award shall be made, and all unsuccessful Offerors shall be so notified and given an opportunity to be debriefed. This debriefing will provide scores and details of the committee's perceived deficiencies in the unsuccessful proposal.

#### **16. ORAL PRESENTATION/DISCUSSIONS**

Offerors may be required to make oral presentations to, and/or participate in discussions with, AACPS representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made during discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if a Contract is awarded. The Purchasing Office will notify Offerors of the time and place of oral presentations/discussions. For scheduling purposes, Offerors may expect this meeting to take place approximately 3-4 weeks after proposal due date.

All offerors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of AACPS requires no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, contractors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner.

#### **17. ANTI-BRIBERY**

The Offeror warrants that neither it nor any of its officers, directors, partners, or any of its employees who are directly involved in obtaining or performing contracts with any public body have been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

#### **18. SITE INSPECTION (if applicable)**

Offeror is responsible for examining all locations and surroundings in which the service is to be performed, thoroughly acquainting themselves with the details of the work and all conditions and obstacles, if any, which may be encountered in the performance and completion of the work. If any provision of these specifications is found by Offeror to be inconsistent with or contrary to any existing rule, regulation, law or ordinance, the Offeror shall report such to the Supervisor of Purchasing.

#### **19. TAXES**

The AACPS is exempt from Federal Excise taxes [52-73-0144K] and State and local Sales or Use taxes [3000110-2]. Offerors shall not include these taxes in their price proposal. Exemption certificates will be provided upon request.



**20. DRUG-, ALCOHOL-, AND TOBACCO-FREE WORK ENVIRONMENT**

The use of Drug, Alcohol, and Tobacco products is not permitted on school property. AACPS Board Policy GAC-RA Drug-, Alcohol-, and Tobacco-Free Work Environments, and Code of Maryland Regulations (COMAR) 13A.02.04, Tobacco-Free School Environment, require AACPS to maintain drug-, alcohol-, and tobacco-free work environments. Failure to comply with this clause is considered a material breach of contract that may result in termination.

**21. IRREGULARITIES**

AACPS reserves the right to waive any minor mistakes in the solicitation or proposal. AACPS reserves the right to negotiate or modify any element of the solicitation to ensure that the best possible arrangements for achieving the stated purpose are obtained.

**22. SUBCONTRACTORS**

AACPS will enter into an agreement with the selected Offeror only. The selected Offeror shall be responsible for all products and services required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to this RFP shall be included in the proposal submission.

**23. SEX OFFENDER NOTIFICATION AND CRIMINAL BACKGROUND CHECKS**

**A. Registered Sex Offender**

Maryland Law requires sex offenders to register with the local law enforcement agency in the county in which they will reside, work, or attend school. See *Criminal Procedure Article, §11-707, Annotated Code of Maryland*. **An AACPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant.** A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both. See *Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland*.

**B. Other Crimes**

An AACPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:

- Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
- Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
- An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
- Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
- An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
- A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland;
- or
- An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See *Education Article, §6-113, Annotated Code of Maryland*

**C.** AACPS contractors shall ensure compliance with the requirements in Sections A and B above for their workforce. Workforce means all the contractor's direct employees, subcontractors, and independent contractors.

**D.** Violations of any of these provisions may result in immediate termination for cause.

**E.** Contractor workforce requiring access to any of the AACPS schools located on the secure portion of Fort Meade will require additional background checks conducted by the Installation.

**24. ACCESS TO PUBLIC RECORDS ACT**

Offeror should identify those portions of its proposal that it considers confidential, proprietary commercial information, or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the AACPS under the Maryland Public Information Act. Offerors are advised that, upon request for this information from a third party, the Supervisor of Purchasing will be required to make an independent determination whether the information may be disclosed.

**25. GIFTS**

In accordance with Board Policy BAF, offerors are hereby notified that the giving or offering of a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work on the grounds that the Offeror is no longer a responsible Offeror.

**26. eMarylandMarketplace REGISTRATION**

Contractors are required to register with eMaryland Marketplace <https://emaryland.buyspeed.com/bsc> within five days following notice of award. Maryland Law requires local and State agencies to post award notices on eMarylandMarketplace. Award notices cannot be posted unless the contractor registers in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default.

AACPS recommends that all interested offerors register with eMarylandMarketplace regardless of the outcome of this RFP because it is a valuable resource for bid notification for school districts, and State, county, and municipal agencies throughout Maryland.

**27. HIRING OF AACPS EMPLOYEES**

Offerors are advised that Board of Education of Anne Arundel County Policy BAF provides in part that an AACPS employee may not own or have a financial interest in an entity that has negotiated or entered into a contract with the school system or Board.

The Board Policy can be found in its entirety at <http://aacpsschools.org/boardpolicies/wp-content/uploads/bsk-pdf-manager/2016/08/BAF-Ethics-and-Conflict-of-Interest.pdf>.

*Remainder of this page intentionally blank.*

**CHECKLIST**

Failure to provide required documents may be cause for rejection of your proposal.

**\_\_\_ TECHNICAL PROPOSAL**

**One original and 5 copies** of the Technical Proposal which includes:

- Response to Technical Proposal Section
- Original, unaltered, executed solicitation cover sheet and any issued addenda
- Bid/Proposal Affidavit
- Qualification/Experience Affidavit
- Financial Statement

**\_\_\_ PRICE PROPOSAL**

- **One original and one copy** of the Price Proposal Work Sheet

**\_\_\_ ELECTRONIC COPY**

- One electronic copy of the Technical Proposal and Price Proposal provided on a flash drive or CD

NOTE: Offerors shall provide the Technical Proposal and Price Proposal, and their respective electronic copy, under separate sealed cover and appropriately marked as follows:

**Technical Proposal**

Solicitation Reference No.

Company Name

Due Date:

This Package contains a **Technical Proposal**.

AND

**Price Proposal**

Solicitation Reference No.

Company Name

Due Date:

This Package contains a **Price Proposal**.

**Section III: SCOPE OF WORK****1. BACKGROUND**

1.1 On behalf of the Board of Education of Anne Arundel County, Maryland, Anne Arundel County Public Schools (AACPS) is soliciting Proposals to prequalify motor coach contractors with certified personnel and equipment to provide safe, reliable and efficient transportation services to students for trips as part of educational and extracurricular programs.

1.2 AACPS is the 51st largest school system in the United States, the 5<sup>th</sup> largest in the state of Maryland, and presently includes 126 schools. It is projected that AACPS will serve more than 81,000 students during the 2017-2018 school year.

1.3 AACPS schools may utilize contracted coach bus carriers to transport students for field trips and other school-sponsored activities to destinations that are within Anne Arundel County, outside Anne Arundel County but within the state of Maryland, or out-of-state, including overnight trips. AACPS contracts with outside bus contractors to provide transportation for extracurricular, sports and other kinds of trips for schools. As well, most of these buses transport students between home and school each morning and afternoon on school days, and therefore are only available during limited windows of availability between and after their normal runs. Schools requiring trips during the busy times for AACPS school buses, or that want more comfortable, restroom-equipped coaches for longer distances or other reasons, look to private bus companies to provide such services.

**2. SCOPE OF SERVICES**

2.1 This RFP is to prequalify motor coach contractors to provide student transportation for trips. Prices submitted will establish fixed pricing from which prequalified contractors will quote costs to individual AACPS schools and offices for specific trips.

2.2 The requirements listed are to aid contractors and acquaint them with what is required to execute the work on this contract. Contractor shall furnish all materials, supervision, labor, equipment and other facilities as necessary, and properly provide services in accordance with the specifications in this RFP.

2.3 Contractor shall maintain a permanent place of business, maintain all appropriate and applicable licenses, and comply with all federal, state and local laws and ordinances necessary to perform this work.

2.4 Contractors shall complete a Motor Carrier Safety Review (MCSR), at their sole expense, to be performed by Consolidated Safety Services (CSS) or another comparable organization approved by AACPS. Based on the results of the MCSR, CSS will assign an overall Pass/Fail Rating, using a five-tiered methodology determined by violations and other issues, and submit the final report indicating Pass (1, 2, or 3), or Fail (4 or 5) ratings. A contractor must have a "pass" rating to be approved by AACPS to provide transportation services. To maintain its approved status as an AACPS-prequalified contractor, the contractor agrees to permit a re-inspection by CSS once every two years or as required by AACPS.

Contractor may contact CSS at the address below for certification details.

Consolidated Safety Services  
Contract Administration  
10301 Democracy Lane, Ste. 300  
Fairfax, VA 22030  
Phone: 540-533-1450  
Contact: CJ McAllister, CMcAllister@css-inc.com

At all times during the term of this contract, the contractor and their motor coach operators shall be registered, qualified, and in compliance with all regulations of all applicable governmental agencies, including either the Federal Motor Carrier Safety Agency (FMCSA) for motor coach operators or the

appropriate state agency governing motor coach operator safety in the state in which the contractor operates for intrastate carriers

2.5 Contractors are required to report to AACPS any conditions or driving violations that could result in failing the CSS MCSR, within five days of when the violation occurred or when the contractor became aware of the violation, whichever is earlier.

2.6 Contractors must provide their Federal Motor Carrier number that represents the interstate operating authority issued by the FMCSA.

2.7 Contractors must provide their U.S. Department of Transportation (USDOT) number.

2.8 Contractors must provide evidence that they have a driver drug/alcohol testing program that complies with FMCSA regulations.

2.9 Contractors must provide accessible motor coach service to passengers with disabilities when provided with 48-hour notice of the need for accessible service. With the 48-hour notice, the contractor must provide accessible service to include a motor coach equipped with a wheelchair lift for passengers who are unable to board the motor coach without the use of a wheelchair. The motor coach must also be equipped with a specific location and equipment for securing the wheelchair.

2.10 Contractor must comply with the FMCSA regulations on periodic safety inspections of all motor coaches in their fleet and must systematically inspect, repair, and maintain all buses subject to their control per the FMCSA and any applicable state regulations.

2.11 Contractor shall not use vans for transporting any students.

2.12 Contractor must comply with the Americans with Disabilities Act (ADA).

### **3. DRIVER QUALIFICATIONS**

3.1 The Contractor shall provide only experienced, qualified, courteous, and properly licensed drivers in the performance of their obligations under this contract. The drivers shall carry out their duties within reasonable standards of decorum. Upon the request of AACPS, Contractor shall promptly provide the drivers' licensing information and driving records.

3.2 The Contractor shall meet all CSS driver requirements and shall have on file, and available for audit, documents that verify that all personnel involved in the performance of the contracted services have been certified through a background-check process that includes fingerprinting, background investigation, and drug-free testing.

3.3 Contractors are prohibited from assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence as a driver for an AACPS trip or performing any other function that would place them in proximity to AACPS students.

3.4 Bus drivers shall meet all licensing requirements of Maryland and/or any other applicable state's Motor Vehicle Administration.

3.5 Drivers shall observe the highest possible standards of safe driving always and strictly comply with the rules of the road and all provisions of the Motor Vehicle Administration of Maryland and/or any other applicable state in which they operate.

3.6 The Contractor and its bus drivers shall take every precaution to ensure the safety of passengers. The use of tobacco by any person while performing their bus duties is absolutely prohibited. The use of intoxicants, narcotics, or any other controlled substance by any person while driving a motor coach or during a reasonable period before driving a motor coach is absolutely prohibited. The presence of any

intoxicants, narcotics, or any other controlled substance, in or upon a motor coach, is absolutely prohibited. The Contractor shall prohibit any employee found in violation from performing services under its agreement with AACPS. In the case of a violation by a Contractor, such violation shall be cause for termination of the contractor's agreement with AACPS.

3.7 All drivers must meet all federal and state Commercial Driver's License (CDL) requirements.

3.8 Contractors must comply with the FMCSA driving limitations as established by federal regulations. All drivers shall comply with applicable hours of service requirements.

3.9 All drivers must abide by all policies and procedures established by AACPS.

#### **4. MOTOR COACH QUALIFICATIONS**

4.1 All motor coaches provided by the Contractor for transportation services will comply with all USDOT, MVA, COMAR, and AACPS requirements.

4.2 Contractor shall maintain all motor coaches in a clean, safe and acceptable condition. AACPS reserves the right to make periodic inspections of buses.

4.2 Motor coaches must be equipped with passenger seat belts.

4.3 Motor coaches must be designated and operated as non-smoking motor coaches.

4.4 Motor coaches shall be equipped with two-way radios, cellular telephones, or like equipment that will enable communication between AACPS and the vehicle driver and/or the company's home base.

4.5 Motor coaches shall have overhead storage space and standard cargo/luggage compartments under the bus.

4.6 Motor coaches must be equipped with a GPS Tracking System.

4.7 Motor coaches shall be equipped with operable equipment and amenities, including reclining seats, heating, air conditioning, public address system, TV monitor and/or electronic video players with viewable screens from each seat, WIFI capabilities and must be in excellent working condition. Bus lavatory facilities must be completely functioning and clean.

4.8 Motor coaches provided by the Contractor shall be less than 10 years old. Proof of age must be provided upon request.

4.9 Motor coaches unoccupied by driver must be kept locked to protect personal property.

#### **5. SUBCONTRACTORS**

5.1 Contractor shall not assign its contract with AACPS, or any part of it, without the written consent of both the AACPS Director of Transportation and the AACPS Supervisor of Purchasing or their designees, and any such substitutes must submit and maintain certification from CSS.

5.2 If a subcontractor is approved by the AACPS officials, the primary contractor shall be fully responsible to AACPS for any acts and omissions of their subcontractors and of persons directly or indirectly employed by them.

5.3 Nothing contained in these contract documents shall create any contractual relation between any subcontractor and AACPS.

5.4 If a lift bus is required, the Contractor may subcontract a lift bus from an approved AACPS contractor.

5.5 In the event of an emergency that occurs during a trip, such as an accident or breakdown, the Contractor is expected to have immediate access to a substitute bus and/or substitute driver. The Contractor must notify the trip coordinator and report resolution of the emergency to safely transport AACPS students to the destination. The substitute coach bus and driver must meet the same criteria as originally required in RFP. Any contractor substitutions required due to an emergency beyond one (1) day shall require written approval by the Director of Transportation or their designee.

**6. BOOKING/ORDERING PROCESS**

6.1 AACPS schools and/or departments will request a bus trip quote using the Transportation Quotation Request Form (Exhibit 2). AACPS schools and departments may obtain a minimum of 3 transportation quotes from all awarded contractors.

6.2 Contractor shall provide the requested quote within 2 business days using the Contractor Quotation Response Form (Exhibit 3). Contractor shall include itemized pricing to demonstrate that their quote is consistent with the pricing set forth in the contractor's price proposal.

6.3 There shall be no minimum fees or surcharges of any kind allowed.

6.4 To maintain qualification status, the Contractor shall respond to every request for quote. If the Contractor is unable to provide a quote, they must submit a "no quote" response and include a reason. Contractors that do not respond to requests for quotes on more than two occasions may be subject to termination or non-renewal.

6.5 Schools and/or departments may cancel motor coach trips at no charge or penalty if the contractor is notified 10 business days in advance of the trip.

6.6 Contractor shall arrive and depart from the AACPS designated pick-up location. At the beginning of the trip, the contractor shall provide the bus driver's cell phone number to the trip coordinator as well as an additional 24-hour emergency contact phone number.

6.7 The bus must remain with the AACPS trip group if requested. If not, the AACPS trip coordinator will identify a specific drop-off and pick-up time from the venue.

6.8 The trip itinerary and pick-up and drop-off times will be trip specific.

6.9 Contractor agrees to provide reliable and safe motor coach transportation and related services to AACPS consistent with all the details provided in the Transportation Quotation Request Form. The motor coach operators provided by the contractor to AACPS shall be of such size and equipped with such options, features, and facilities as set forth in the Transportation Quotation Request Form.

6.10 The parties acknowledge that the above process may involve the exchange of automatically generated forms that may contain terms inconsistent with the parties' intentions. Notwithstanding the order of the exchange of any of the above-referenced documents, it is the intention of the parties and the parties agree that in the event the Transportation Quotation Request Form contains any terms or conditions that conflict, the language related to terms and conditions as found in the agreed upon contract with AACPS shall take precedence:

- i. The Transportation Quotation Request Form and the Contractor Quotation Response Form may not introduce any new term or condition to the agreement between the parties.
- ii. Notwithstanding item (i) above, if more than one document specifies a standard of care or performance from the Contractor, whichever document requires a higher standard of care or performance from the contractor shall control.

**7. CONTRACTOR REQUIREMENTS**

7.1 Contractor shall investigate any employee's performance issues or concerns and take appropriate action upon the request of AACPS.

7.2 Contractor shall report to AACPS any conditions or driving violations that could result in failing the CSS MCSR, within five days of when the violation occurred or when the Contractor became aware of the violation, whichever is earlier.

**8. ADMINISTRATIVE REQUIREMENTS**

8.1 Contractor shall forward an invoice to the requesting school or department within 30 days of the date the services were performed.

8.2 Contractor shall submit a monthly and an end-of-year report to the contract administrator to include, at a minimum, a summary of service provision and outcomes.

8.3 Contractors shall submit a copy of its renewed Motor Carrier Safety Review (MCSR) prior to the expiration date of its current certificate.

**9. CONFIDENTIALITY:**

Contractor shall ensure the complete confidentiality of all information provided by AACPS and/or gathered and developed by Contractor in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the written approval of the Supervisor of Purchasing.

**10. AACPS RESPONSIBILITIES**

10.1 AACPS will provide general oversight and guidance related to services provided under the terms of this contract.

10.2 AACPS will provide access to applicable AACPS Locations, Monday through Friday 8:00 A.M. to 4:00 P.M., all days AACPS is open for business. Vendors are welcome to visit our website at [www.aacps.org](http://www.aacps.org) for school holidays and other school closings.

**11. INSPECTION OF SERVICES**

The Contractor shall provide and maintain an inspection system acceptable to the AACPS covering the supplies/services under this solicitation/contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the AACPS during contract performance and for as long afterwards as the contract requires.

The AACPS has the right to observe and evaluate all services in accordance with the contract, to the extent practicable at any time and place during the term of the contract. The AACPS shall perform inspections and tests in a manner that will not unduly delay or interrupt the work.

(1) No Inspector other than the Supervisor of Purchasing may change any provision of the specifications or the contract without written authorization. The presence or absence of an inspector does not relieve the Contractor or Subcontractor from any requirements of the contract.

(2) Location. When an inspection is made in the plant or place of business of a Contractor or Subcontractor, the Contractor or Subcontractor shall provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person or persons performing the inspection or testing.

(3) Time. Inspection or testing of supplies and services performed at the plant or place of business of any Contractor or Subcontractor shall be performed at reasonable times.

If any of the materials/services do not conform to solicitation/contract requirements, AACPS may require the Contractor to perform the services again in conformity with contract requirements. AACPS may:



- (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- (2) Reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to cure any defect or ensure future performance in conformity with contract requirements, AACPS may:

- (1) By contract or otherwise acquire the supplies/services and charge to the Contractor any cost incurred by the AACPS that is directly related to the acquisition of such material/service; and/or
- (2) Terminate the contract for default.

**12. AACPS CONTRACT ADMINISTRATOR**

Anne Arundel County Public Schools  
Attention: Supervisor of Transportation  
410-222-2910

**Note:** The Buyer listed on page 1 is the sole point of contact for this RFP prior to award.

**13. FORT GEORGE G. MEADE**

Heightened Security has gone into effect at Fort Meade. The AACPS located at Fort Meade are:

- |  |  |
|--|--|
| <ol style="list-style-type: none"><li>1. Manor View<br/>2900 MacArthur Road<br/>Fort Meade, MD 20755<br/>410-222-6504</li><li>2. Pershing Hill<br/>7600 29th Division Road<br/>Fort Meade, MD 20755<br/>410-222-6519</li></ol> | <ol style="list-style-type: none"><li>3. West Meade<br/>7722 Ray Street<br/>Fort Meade, MD 20755<br/>410-222-6545</li><li>4. MacArthur Middle<br/>3500 Rockenbach Road<br/>Fort Meade, MD 20755<br/>410-674-0032</li></ol> |
|--|--|

All visitors to the Fort Meade Installation, including contractors, must submit to a background check to gain access to the Installation. NO EXCEPTIONS. All contractors conducting legitimate business on behalf of AACPS must obtain access credentials through the Installation's Visitor Control Center at

Visitor Control Center  
902 Reece Road  
7:30 a.m. to 3:30 p.m., Monday through Friday  
(301) 677-1064 or (301) 677-1065

The contractor, not AACPS, is responsible for ensuring their employees, subcontractors, and agents have the necessary credentials to access the Installation.

**Note:** Meade High School and Meade Middle School are separate from the secure portion of the Installation and may be accessed without a Visitors Pass.

**14. INSURANCE REQUIREMENTS**

Unless otherwise required in these specifications, or elsewhere, if a Contract is awarded the Contractor shall be required to purchase and maintain during the life of the Contract, Commercial General Liability, Business Auto Liability, and Workers' Compensation Insurance with limits of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors.

Commercial General Liability

At least \$1,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal and Advertising Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. On all Commercial General Liability Insurance policies, the Board of Education of Anne Arundel County (the BOARD) AKA Anne Arundel County Public Schools (AACPS) and all AACPS parties, administrators, executives, employees and volunteers shall be named as additional insureds, which shall be shown on the insurance certificates furnished to AACPS under this Section.

Business Auto Liability Insurance

At least \$5,000,000 Combined Single Limit any one accident to include owned, non-owned, and hired vehicles used in the performance of the contract. If Umbrella Excess Liability or Excess Liability Insurance is purchased to satisfy the limit requirement, this insurance shall follow form with the coverage provisions required for the underlying business auto liability insurance and any certificate of insurance submitted shall confirm business auto liability is underlying insurance.

Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshore and Harbor Workers' Compensation Act including standard Other States Insurance and Employers' Liability coverage with limits of at least \$500,000 each accident/\$500,000 each employee disease/\$500,000 disease policy limit.

The Contractor shall provide AACPS with a Certificate of Insurance evidencing the required coverage within 10 days of the notice of award. If the Contractor receives an insurer's non-renewal or cancellation notice while under contract, the Contractor shall fax a copy to the Supervisor of Purchasing at (410) 222-5624 within 2 business days of its receipt. The Contractor, if requested by AACPS, shall provide certified true copies of any, or all, insurance policies.

Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

Waiver of Subrogation

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Anne Arundel County (the Board) for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the forgoing.

**16. LIQUIDATED DAMAGES**

The contractor acknowledges and agrees that AACPS has obligations and will incur expenses with respect to the activities for which it requires the bus or motor coach transportation and other services from the contractor and that AACPS will suffer damages as a result of the contractor not meeting its obligations with respect to non-safety quality and capacity considerations specified in this contract and the Transportation Request, which damages are difficult to calculate. Consequently, if AACPS elects to receive the services notwithstanding the contractor not meeting any requirement set forth in the Transportation Request, then as a liquidated damage and the contractor's sole and exclusive remedy for any such damage resulting from a breach of any non-safety related obligations of the contractor identified below, and without addressing or limiting the applicability of the indemnification provisions set forth in Article 33 of the AACPS General

Contracting Articles or the remedies AACPS may have for damages resulting from a breach of this contract unrelated to the items listed below or in the event AACPS cancels its trip because of such breach, the contractor agrees that AACPS may withhold from its payment (or contractor shall refund if there was a prepayment) the percentage specified of the total amount AACPS agreed to pay the contractor for the applicable services under the relevant Completed Purchase.

**Liquidated Damage Topics and Percentage**

Issue	Percentage of Total Trip Price per Motor Coach as Liquidated Damages
Unsanitary Bus arrival (includes restroom)	5%
Bus missing DVD player/Wi-Fi (per bus)	5%
Bus restroom not operational (per bus)	50%
Bus missing disability requirements (per bus)	50%
Bus under size (per bus)	50%
Mechanical breakdown not corrected within 90 minutes (per bus)	50%
Substitution of equipment or subcontractor without permission (per bus)	50%

*The remainder of this page intentionally blank.*

**Section IV: EVALUATION CRITERIA**

The evaluation criteria are set forth in the order of importance and are intended to be the basis by which each Technical Offer and interview shall be evaluated, measured and ranked. AACPS reserves the right to evaluate, at AACPS's sole discretion, the extent to which each Offer received compares to the said criteria and to other technical offers. The recommendation of the evaluation committee is based on the evaluations using the following criteria. Technical Criteria shall be weighted at 100% of the total score.

CRITERIA	WEIGHT	SCORE	TOTAL
Offeror Qualifications and Capabilities			
Offeror Technical Response			
Experience and Qualifications of Proposed Staff			
References			
<b>TOTAL</b>	100		

AACPS may request additional information about or clarification of proposals.

Offerors are advised that in the event of receipt of an adequate number of proposals which require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, initial proposals should be submitted on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, such clarification/ information shall be submitted in a timely manner.

In determining the qualifications of an Offeror, AACPS will consider the Offeror's record and performance of any prior contracts with AACPS, federal departments or agencies, or other public bodies, including but not limited to the Offeror's record providing contracted bus services to AACPS, other schools, or school districts. AACPS reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in AACPS' opinion, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

AACPS reserves the right to short list the number of Offerors that are considered in the interview stage and/or solicit best and final offers only from a short list of Offerors receiving the highest evaluated scores.

AACPS reserves the right to negotiate or modify any element of the proposal to ensure that the best possible arrangements for achieving the stated purpose are obtained.

AACPS reserves the right to select the response to this RFP that it believes will best serve its business and operational requirements.

**Section V: MANDATORY TERMS AND CONDITIONS**

The following are mandatory terms and conditions to be included in all contracts

**1. LEGAL COMPLIANCE**

Contractor shall comply in all respect with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law.

Contractor shall comply with all applicable laws and regulations relating to the employment of aliens. Such failure shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of contractor and contractor's subcontractors are screened through the Federal Government's E-Verify system, found at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). This is a "no fee" service.

**2. MINORITY AND SMALL BUSINESS ENTERPRISES**

There is no Minority or Small Business Enterprise subcontract participation goal established for this contract. However, minority and small businesses as well as veteran-owned businesses are encouraged to respond to this solicitation.

For additional information, please contact AACPS's Minority and Small Business Enterprise Office, Esther A. Leslie Avery at 410-222-5130 or Lilliette Rivera at 410-222-5131.

**3. RETENTION OF RECORDS**

The Contractor shall retain and maintain all records and documents relating to this contract for five years after final payment by the AACPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the AACPS, including the Supervisor of Purchasing, or designee.

**4. OCCUPATIONAL SAFETY AND HEALTH ACT**

All materials, supplies, equipment, or services supplied under this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

**5. HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA SHEET (if applicable)****6. TERMINATION****6.1 TERMINATION FOR DEFAULT**

Should a Contractor fail to perform fully, faithfully and promptly any obligation owed to AACPS under this contract, AACPS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the contract in its entirety. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to recover any cost incurred by the Contractor up to the date of termination. Such termination, or failure to terminate, by AACPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which AACPS may have against Contractor. No failure of AACPS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

**6.2 TERMINATION FOR CONVENIENCE**

The performance of work under this contract may be terminated by AACPS in accordance with this clause in whole, or from time to time in part, whenever AACPS shall determine that such termination is in the best interest of AACPS. AACPS shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the

contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

### **6.3 NONAVAILABILITY OF FUNDING**

If the County Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either AACPS's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract hereunder shall be to discharge both the Contractor and AACPS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

### **7. ASSIGNMENT**

The assignment of this contract to successors, associated companies or any other parties by the Contractor for any reason, without the expressed written approval of AACPS, is specifically prohibited.

### **8. PAYMENT**

Subject to the performance of the work and its acceptance by the AACPS, contractor shall forward a monthly invoice to the requesting school or department no later than the 15th of the month following the month in which services were performed. All such charges shall be derived in accordance with the prices proposed on the Price Proposal Work sheet. If contractor is not in default of any of the contract terms and conditions, then AACPS shall cause approved invoice to be timely paid.

Contractor agrees to include on the face of all invoices billed to the AACPS, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations, and the purchasing document number; such as the purchase order.

When appropriate, AACPS reserves the right to use the AACPS procurement card for the payment of supplies or services listed in the Contract in lieu of issuing a purchase order. No procurement card transaction shall take place without the written authorization of the cardholder indicating the order for the supplies or services. The limits set on the procurement card shall not be exceeded nor shall the order be split to fall within those limits. The Contractor shall receive orders by phone, facsimile, or other forms of notification from the AACPS procurement card holder. The Contractor may process a payment in the credit card network ONLY upon shipment of supplies or performance of the services ordered by the cardholder. For partial shipments or performance, the Contractor may process a payment ONLY for the amount shipped or completed and NOT for the entire amount ordered by the cardholder. Upon shipment or completion of the remaining order, the Contractor may process a payment request to the credit card network for the remainder of the order. ***The Contractor shall not charge AACPS for any fees related to the use of the procurement card.***

### **9. INDEMNIFICATION OF THE ANNE ARUNDEL COUNTY PUBLIC SCHOOLS**

To the fullest extent permitted by law the Contractor shall indemnify and save harmless the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the AACPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified herein or performed under this contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, or be against, suffered or sustained by other corporations and persons to whom the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, may become liable therefore, except that Contractor shall not indemnify and save harmless the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as

may be considered necessary by the Supervisor of Purchasing, may be retained by the AACPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Supervisor of Purchasing.

**10. AGENT CERTIFICATION**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of any agreement resulting from this solicitation.

**11. INTELLECTUAL PROPERTY**

Contractor agrees to indemnify and save harmless AACPS, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of the purchase of materials, supplies, equipment or services covered by this contract. Further, Contractor shall not share, exchange, or release AACPS's data to any other party without the express written consent from the Superintendent or his/her designee of AACPS.

**12. CODE OF ETHICS**

This solicitation is governed by the Board of Education of Anne Arundel County Vendor Relations Policy DEC and Vendor Relations Administrative Regulation DEC-RA. Also, in accordance with the Board's Ethics and Conflict of Interest Policy BAF, if an AACPS employee has a financial interest in a company, that company may not submit a bid for an AACPS contract.

**13. NON-HIRING OF EMPLOYEES**

No employee of the AACPS or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this contract shall, while being employed, become or be employee of the party or parties hereby contracting with the AACPS or any department, or branch thereof.

**14. DISPUTES**

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Regulation DEC-RA. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Supervisor of Purchasing's decision.

**15. REGULATIONS**

The regulations set forth by the Board of Education of Anne Arundel County in effect on the date of execution of this Contract are applicable to this Contract.

**16. SEVERABILITY**

Should any clause or paragraph found herein be considered by court action to be illegal, invalid, inoperative or unenforceable, it shall be modified or removed accordingly. However, the modification or removal of a clause or paragraph shall not serve to nullify the Contract. All other clauses and paragraphs shall remain enforceable as written.

**17. WAIVER**

No provision of these Contract Documents shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend to the particular case only and only in the manner specified, and shall not be construed in any way to be a waiver of any further or other rights in the same or different circumstances.

**18. NON-DISCRIMINATION CLAUSE**

AACPS prohibits discrimination in matters affecting employment or in providing access to programs on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability unrelated in nature and extent so as to reasonably preclude

performance. For more information contact: The Office of Investigations, Anne Arundel County Public Schools, 2644 Riva Road, Annapolis, MD 21401, 410-222-5286 TDD 410-222-5000, [www.aacps.org](http://www.aacps.org).

Further, Contractor agrees not to discriminate in any manner against an employee or applicant for employment based on actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability unrelated in nature and extent so as to reasonably preclude performance in matters affecting employment.

#### **19. MODIFICATIONS AND AMENDMENTS**

Modifications to this Contract shall be made only with the express written concurrence of both parties unless an expressed unilateral right is identified herein.

#### **20. FORCE MAJEURE**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. AACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. AACPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against AACPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

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**Section VI: PROPOSAL FORMAT**

**Note:** No pricing information is to be included in the Technical Proposal. Pricing information is to be included only in the Price Proposal.

Offerors shall submit one original and 5 paper copies and one electronic copy of their technical proposal. The electronic copy shall be submitted on a flash drive or CD. When submitting a technical proposal, the following minimum information must be provided for proper evaluation by the selection committee. Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria listed in Section IV. Evaluation Criteria. Your Technical Proposal should be thorough in all aspects for the Evaluation Committee to make a proper and complete evaluation of your capabilities and response. **Proposals that do not contain the following information may be rejected.**

**1. FORMAT OF TECHNICAL PROPOSAL**

The purpose of the Technical Proposal is to demonstrate the qualifications, competency, and capacity of the Offeror in conformity with the requirements of this RFP. The Technical Proposal shall demonstrate the qualifications of the offeror and the staff to be assigned to this contract.

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information which shall only be included in the Price Proposal). The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the RFP requirements.

The Technical Proposal shall include the following documents and information in the order specified. Each section of the Technical Proposal should be separated as detailed below:

- **Transmittal Letter**

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

- **Title Page and Table of Contents**

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents for the Technical Proposal should follow the Title Page, organized by section, subsection, and page number.

- A signed, original, unaltered, solicitation cover sheet and any addenda issued by AACPS.

- **Offeror Technical Response to RFP Requirements**

Offeror shall address each Scope of Work requirement in its Technical Proposal and describe how its proposed services will meet or exceed the requirement(s). The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the services as outlined in RFP *Scope of Work*.

Offeror shall submit evidence that they maintain a permanent place of business.

Offeror shall include copies of all appropriate and applicable licenses required to perform this work and proof of compliance with federal, state and local laws and ordinances.

Offeror shall submit a CSS pass/fail inspection certification, or comparable, issued within the past two years and disclose any infringements that could jeopardize the safety of our students. If Offeror proposes to use another comparable organization, Offeror shall provide details and/or current certification from the comparable organization.

- **Offeror's Qualifications and Capabilities**

Offeror shall include a complete and accurate Qualification/Experience Affidavit, documenting the Offeror's experience with similar projects and/or services.

The Offeror shall describe how its organization can meet the requirements of this RFP and shall include the following information:

- The number of clients/customers and geographic locations that the Offeror currently serves;
- The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- The Offeror's process for resolving billing errors; and
- An organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

Consideration will be given to any previous performance with AACPS as to the quality of contractor's services.

- **Experience and Qualifications of Proposed Staff**

Offeror shall identify the staff proposed to be utilized under the Contract.

Offeror shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third-party providers, if any, must be specifically identified within the proposal. Subcontractor and/or third-party provider roles shall be clearly expressed. AACPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third-party provider(s).

- **Financial Statement**

Financial statements are to be included in the Technical Proposal – not the price proposal.

- **Bid/Proposal Affidavit (Exhibit 1)**

**2. FORMAT OF PRICE PROPOSAL**

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in the **Checklist**, the Offeror shall submit an original unbound copy and an electronic version in Microsoft Word or Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in Section VII. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

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**Section VII: PRICE PROPOSAL**

Offerors shall enter their price rates on the Price Proposal sheet. Price proposals are to be fully loaded prices that include all costs/expenses associated with the provision of the required services. The proposal price shall include, but is not limited to, all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid.

There are two categories and three main classifications within each category. Offerors may propose a rate in as many categories and in as many classifications-per-category as their rate structure warrants.

The categories are:

- Motor Coach Bus Local Travel
- Motor Coach Bus Long Distance Travel

Local travel is within 50 miles of the school or department. Long distance is beyond. All rates proposed in response to this solicitation will be applied as portal-to-portal.

The classifications-per-category are:

- Flat Rate: Monday thru Friday, Weekend or Holiday
- Hourly Rate: Monday thru Friday, Weekend or Holiday
- Mileage Rate: Monday thru Friday, Weekend or Holiday

Offerors must submit rates on the Price Proposal Sheet only. Proposals received with altered formats will be considered as non-responsive and ineligible for award.

Offerors may submit pricing in as many categories as appropriate to them.

In quoting specific trips to AACPS schools and departments, the Contractor may choose whichever category and whichever classification or combination of classifications are appropriate to them. The Contractor must quote the rates that they have proposed.

NOTE: Amendments to solicitations often occur prior to the proposal due date and sometimes within as little as 24 hours prior to the time proposals are due. It is the Offeror's responsibility to frequently visit our website, [www.aacps.org](http://www.aacps.org), to obtain amendments. Completion of this Price Proposal Work Sheet indicates that you have read this section and checked the website for any amendments to this solicitation.

*The remainder of this page intentionally blank.*

Section VII: PRICE PROPOSALYEARS 1 through 3

Motor Coach Bus, Local:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Motor Coach Bus, Long Distance:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

OPTION YEAR 1

Motor Coach Bus, Local:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Motor Coach Bus, Long Distance:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

PRICE PROPOSAL (Cont'd)OPTION YEAR 2

Motor Coach Bus, Local:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Motor Coach Bus, Long Distance:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

OPTION YEAR 3

Motor Coach Bus, Local:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Motor Coach Bus, Long Distance:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Submitted by:

Offeror Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Printed Name and Title: \_\_\_\_\_

## Exhibit 2

## Transportation Quotation Request Form

To be completed by requesting school/department and sent to three contractors to obtain quotes.

Date of Request: \_\_\_\_\_

## Customer Contact Information:

School/Department: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

## Trip Information:

Departure Date and Time: \_\_\_\_\_

# of Travelers: \_\_\_\_\_

# of Buses Required: \_\_\_\_\_

Departure Location: \_\_\_\_\_

Destination Location: \_\_\_\_\_

## Detailed Itinerary/Daily Schedule: (If not travelling straight through, also list stops)

Time/Activity: \_\_\_\_\_

Time/Activity: \_\_\_\_\_

Time/Activity: \_\_\_\_\_

Time/Activity: \_\_\_\_\_

Time/Activity: \_\_\_\_\_

Return Date/Time: \_\_\_\_\_

## Equipment/Service Information:

1) Will the bus wait for return trip? YES or NO

2) Is the bus needed for use at the destination? YES or NO

3) If overnight trip, are driver accommodations/meals included? YES or NO

4) Are there any special requirements (handicap needs)? Please identify: \_\_\_\_\_

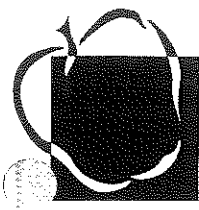
5) Are there any other requirements? Please identify: \_\_\_\_\_

RFP#18SC-154

## [Prequalification of Coach Bus Contractors]

Exhibit 3  
Contractor Quotation Response Form

		Quote Date: _____
Contractor must provide a quotation within 2 business days of receipt of request for quote.		
Motor Coach Contact Information:		
Company Name:		
Street Address:		
City/State/Zip:		
Contact:		
Phone:		Fax:
Email:		
Motor Coach Quote Information:		
Flat Rate:		
Hourly Rate:		
Mileage Rate:		
Gratuity:		
Deposit (20% max):		Due by:
Charter Grand Total:		
Vendor Signature:		Date:
<b>Terms of Payment:</b> A maximum deposit of 20% of the charter grant total as shown on the approved quote will be paid to the vendor when the quote is accepted. Any gratuity is to be included in the grand total amount. The final amount due will be paid to the contractor within 30 days of receipt of an approved invoice. If the contractor does not meet its obligations with respect to non-safety issues, AACPS has the right to liquidated damages.		
Accepted (signature by AACPS confirms price quote is in compliance with contract pricing) :		
Principal/Administrator Signature		Date:



ANNE ARUNDEL  
COUNTY PUBLIC SCHOOLS

2644 Riva Road, Annapolis, MD 21401 | 410-222-5000 · 301-970-8644 (WASH) · 410-222-5500 (TDD) | [www.aacps.org](http://www.aacps.org)

May 3, 2018

TO: Interested Party

FROM: Susan B. Phillips, CPPB  
Senior Buyer

RE: RFP #18SC-154 Prequalification of Coach Bus Contractors  
Amendment #1 and Questions and Answers consisting of 7 pages

Anne Arundel County Public Schools **amends** the subject solicitation as follows:

**Item No. 1**, p. 1, Proposal Due Date, *amended to read:*

**Proposal Due Date:** Proposals are due no later than **10:00 a.m. Eastern Time on Wednesday, May 30, 2018**, in the Purchasing Office at the above address. Electronic submissions - email or fax - are NOT acceptable and will be rejected. The opening is not public.

**Item No. 2**, p. 3, Section 1: General Information, 1. General, second paragraph, *amended to read:*

AACPS intends to award a three-year contract, with three one-year renewal options. Starting with the first contract renewal, AACPS will consider adding additional contractors to the contract assuming they submit a proposal and are considered responsible. This process will only be conducted with each renewal option.

**Item No. 3**, p. 13, Section 3: Scope of Work, 3. Driver Qualifications, 3.2, *amended to read:*

3.2 The Contractor's drivers shall pass AACPS' fingerprint and commercial background check. The AACPS fingerprint office is open from 8:30 a.m. to 3:30 p.m. Monday through Friday. It is in the Carol S. Parham Building at 2644 Riva Road in Annapolis. Fingerprinting is done by appointment only. Please call 410-222-5045 to make an appointment. The cost is \$57.00. For more information please visit our website at <https://www.aacps.org/Page/1869>.

**Item No. 4**, p. 14, Section 3: Scope of Work, 4. Motor Coach Qualifications, (second) 4.2, *amended and renumbered, to read:*

4.2a Motor coach buses manufactured on or after 11/28/2016 must be equipped with passenger lap/shoulder seat belts.

**Item No. 5**, p. 14, Section 3: Scope of Work, 4. Motor Coach Qualifications, 4.8, *amended to read:*

4.8 Motor coaches provided by the Contractor shall be 15 years old or less. Proof of age must be provided upon request.





**Item No. 6**, p. 15, Section 3: Scope of Work, 6. Booking/Ordering Process, 6.5, *amended to read*:

6.5 Schools and/or departments may cancel motor coach trips at no charge or penalty if the contractor is notified at least 30 business days in advance of the trip.

**Item No. 7**, p. 16, Section 3: Scope of Work, 8. Administrative Requirements, 8.2, *amended to read*:

8.2 Contractor shall submit to Supervisor of Transportation annually, or upon request, a report which includes, at a minimum, trip dates, destinations, schools serviced, and price of trip.

**Item No. 8**, p. 16, Section 3: Scope of Work, 8. Administrative Requirements, 8.4, *added*:

8.4 If using the DOT/FMCSA audit, contractors must submit proof of current compliance to the Supervisor of Transportation by July 31 of each year.

**Item No. 9**, p. 19, Section 3: Scope of Work, 15. Liquidated Damage, *amended to read*:

Issue	Percentage of Total Trip Price per Motor Coach as Liquidated Damages
Unsanitary bus arrival (includes restroom)	5%
Bus missing DVD player (per bus)	5%
Bus missing Wi-Fi access through no fault of contractor (unavailable areas) (per bus)	5%
Bus restroom not available for use (per bus)	50%
Bus missing disability requirements (per bus)	50%
Bus under size (per bus)	50%
Mechanical breakdown not corrected within 90 minutes (per bus). Liquidated damages will not be assessed if the contractor can prove all reasonable efforts to remedy the situation were exhausted.	50%
Substitution of equipment or subcontractor in a non-emergency situation without prior approval (per bus).	50%

**Item No. 10**, p. 32, Exhibit 2: Transportation Quotation Request Form, *amended to include 30-day notice of cancellation* (see attached).

These are the only changes/clarifications contemplated by this Amendment #1. All other terms, specifications and general conditions shall remain unchanged. If there are any questions, please submit them via email to Susan Phillips at [sbphillips@aacps.org](mailto:sbphillips@aacps.org).

cc: Solicitation File, Transportation

**Solicitation #18SC-154**  
Questions and Answers as of 05/03/2018

Q) Page 12: Section III, 2.4, Contract requires completion of Motor Carrier Safety Review by Consolidated Safety Services (CSS). The DOT/FMCSA audit shows Safety and Fitness of the operator. From this site, you can get a Company Snapshot and see a complete Compliance, Safety, & Accountability (CSA)/Safety Measurement System (SMS) Profile. Will AACPS consider this alternative?

A) Yes, this alternative is acceptable; compliance reporting for this alternative will be yearly. See Amendment #1.

Q) Page 13: Section III, 3.2, Contract requires drivers have a background check that includes finger printing. Will AACPS facilitate the use of the same contractor that is used for the School Bus operations and share the resulting information with the operator for their files?

A) Yes, see Amendment #1.

Q) Page 14: Section III, 4.2, Contract states motor coaches are required to be equipped with seat belts. FMCSA regulation 49 CFR Part 571.208 as amended states only motor coaches manufactured after November of 2016 are required to have seat belts installed. Will AACPS change this section to reflect the current law?

A) Yes, See Amendment #1.

Q) Page 14: Section III, 4.8, Contract states motor coaches are not to exceed 10 years of age. Will AACPS eliminate or reconsider the age requirement?

A) Yes, AACPS will change to 15 years. See Amendment #1.

Q) Page 15: Section III, 6.5, Contract states no penalty for cancelation less than 10 business days. Industry standard for cancelations is 30 days. Will AACPS revise this to use the industry standard thirty day cancellation policy?

A) Yes, AACPS will change to 30 days. See Amendment #1

Q) Page 16: Administrative Requirements, 8.2, Please elaborate on what is required.

A) Annually, or upon request, a report which includes, at a minimum, date of trip, destination, school, and price. See Amendment #1.

Q) Page 16: Administrative Requirements, 8.3, Will AACPS accept the DOT audit results every three years?

A) If using the DOT/FMCSA audit, contractors must submit proof of its current compliance to the Supervisor of Transportation by July 31 of each year. See Amendment #1 (8.4 added).

Q) Page 19: Section III, Liquidated Damages, "Mechanical breakdown not corrected within 90 minutes (per bus), 50%". Will AACPS eliminate this?

A) No, Language amended. See Amendment #1.

Q) Page 19: Section III, Liquidated Damages, "Substitution of equipment or subcontractor without permission (per bus), 50%". Will AACPS eliminate this?

A) This refers to substitution in a non-emergency situation. Language amended. See Amendment #1.

Q) Page 26: Section VI, 2, Contract requires an electronic copy of financial proposal in either word or excel. Would AACPS accept a PDF copy?

A) Yes. However, an electronic version is attached for your convenience.

Q) Is it possible to up the coach bus age from 10 years?

A) Yes, AACPS will change to 15 years. See Amendment #1.

Q) Is it possible to change the seat belt requirement to reflect any unit from 2016 and newer to require seat belts?

A) Yes, See Amendment #1.

Q) As an alternate to CSS can you use the safer site that is operated by the federal Government?

A) Yes, this alternative is acceptable; compliance reporting for this alternative will be yearly. See Amendment #1.

Q) On page 19 (issue) Mechanical breakdown, depending on where the unit is at the time 90 minutes is not enough time. The question is this should be more of a reasonable solution?

A) Language amended. See Amendment #1.

Q) On page 19 (Issue) Substitution. If we have a breakdown to call and get permission is going to add time to the response to get a subcontractor on site. This should be a more reasonable solution?

A) This refers to substitution in a non-emergency situation. Language amended. See Amendment #1.

Q) After this bid is awarded there is a possibility that its locked in for 6 years. If someone new wanted to get involved during this time frame will there be an opportunity?

A) Starting with the first contract renewal, AACPS will consider adding additional contractors to the contract assuming they submit a proposal and are considered responsible. This process will only be conducted with each renewal option. See Amendment #1.

Q) If there are not enough vendors that bid and there is a need after these vendors use all their equipment how is the county going to get other companies to do the work if the demand is greater?

A) If the list of pre-qualified contractors has been exhausted, the individual school will be required to find an acceptable contractor, who would then be submitted to and vetted by the Director of Transportation for approval.

Q) Can the bid opening be postponed to a later date?

A) Proposal due date extended to May 30, 2018, 10:00 a.m. Please note, however, there is not a public bid opening.

# Exhibit 2

## Transportation Quotation Request Form

To be completed by requesting school/department and sent to three contractors to obtain quotes.

Date of Request: \_\_\_\_\_

### Customer Contact Information:

School/Department:	
Street Address:	
City/State/Zip:	
Contact:	
Phone:	
Email:	
Fax:	

### Trip Information:

Departure Date and Time:	
# of Travelers:	
# of Buses Required:	
Departure Location:	
Destination Location:	

### Detailed Itinerary/Daily Schedule: (If not traveling straight through, also list stops)

Time/Activity:	
Time/Activity:	
Time/Activity:	
Time/Activity:	
Time/Activity:	
Return Date/Time:	

### Equipment/Service Information:

1) Will the bus wait for return trip? YES or NO	
2) Is the bus needed for use at the destination? YES or NO	
3) If overnight trip, are driver accommodations/meals included? YES or NO	
4) Are there any special requirements (handicap needs)? Please identify:	
5) Are there any other requirements? Please identify:	

**\*\*Schools and/or departments may cancel motor coach trips at no charge or penalty if the contractor is notified at least 30 business days in advance of the trip.\*\***

# 18SC-154 Prequalification of Coach Bus Contractors

## Section VII: PRICE PROPOSAL

### YEARS 1 through 3

Motor Coach Bus, Local:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Motor Coach Bus, Long Distance:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

### OPTION YEAR 1

Motor Coach Bus, Local:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Motor Coach Bus, Long Distance:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

### OPTION YEAR 2

Motor Coach Bus, Local:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Motor Coach Bus, Long Distance:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

**18SC-154 Prequalification of Coach Bus Contractors**  
**Section VII: PRICE PROPOSAL**

**OPTION YEAR 3**

Motor Coach Bus, Local:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Motor Coach Bus, Long Distance:

	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	_____	_____
Hourly Rate	_____	_____
Mileage Rate	_____	_____
Cancellation Rate	_____	_____

Submitted by:

Offeror Name:

Printed Name and Title:

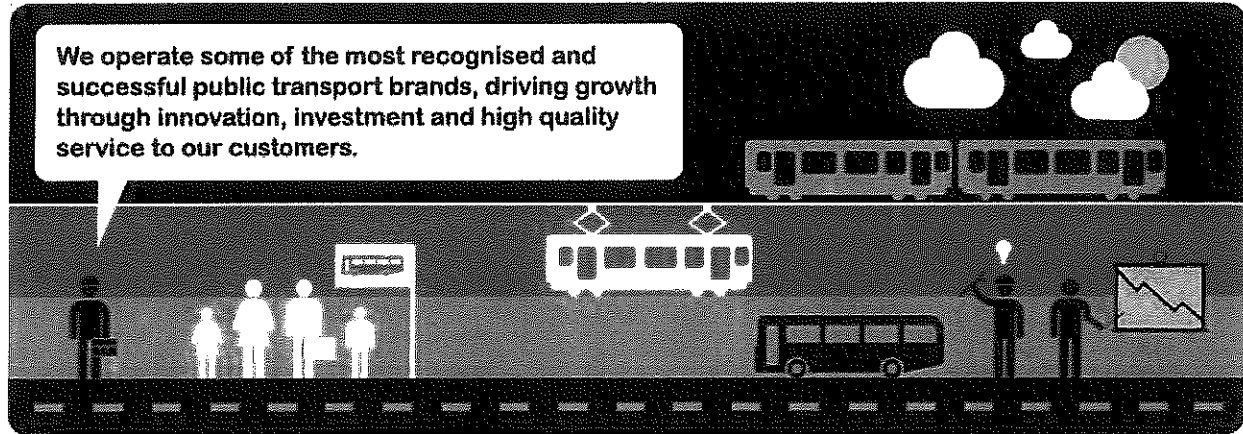
Authorized Signature:

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

## Response to Technical Proposal Section

### Ownership

Dillon's Bus Service, Inc. is wholly owned by Coach USA, which itself is wholly owned by Stagecoach Group PLC of Perth, Scotland.



### Stagecoach Group

Stagecoach Group is a leading international public transport company, with extensive operations in the United Kingdom, United States, and Canada. The Group operates bus, coach, rail, and tram services in regulated and deregulated markets. We have three core divisions- UK Bus, Rail, and North America – as well as a number of joint ventures. Stagecoach operates over 10,600 buses and coaches, operates 2,200 train services per day, and has over 35,000 employees.

### Coach USA

Coach USA, headquartered in Paramus, New Jersey, is a leading provider of transportation services in North America, with 37 operating locations throughout the United States and Canada. We currently operate a fleet of over 2,900 vehicles in a variety of ground transportation operations including employee transportation, transit, commuter transportation, airport and university shuttles, charters, tours and sightseeing.

Coach USA has operations and maintenance facilities in 17 states including New York, New Jersey, Pennsylvania, West Virginia, Ohio, Indiana, Texas, Illinois, California, Wyoming, Nevada, Montana, Oklahoma, Louisiana, Florida, Georgia, Maryland, and the District of Columbia. In



Canada we own two operating companies, which together operate around 400 vehicles in the Provinces of Quebec and Ontario under the Coach Canada brand. In addition, our budget inter-city coach service megabus.com links around 80 cities across the Midwest, Northeast, and Western part of the United States and Canada.

Coach USA operates over 130 million miles each year with more than 4,800 employees nationwide.

In addition to our extensive experience in commuter service, charter services and large scale events, we operate contracts consisting of the following service types:

*Employee Transportation • Para-Transit • Airport Shuttles  
Public Transit • Motor Coach Charters & Tours • Military Transportation*

Due to the diverse range of transportation services we provide, we have experience working with a variety of customers, both private and public, including the following:

- *Municipalities • Construction Companies • Colleges • Transit Authorities • Public School Districts Airports • Casinos • US Military • Cruise Lines • Universities • Corporations*

Passenger ground transportation is our core business, and Coach USA has the operational infrastructure, management expertise and financial strength to meet all of Anne Arundel County Public School's service requirements.

## EXPERIENCE

The original Company was founded in 1918 by Edmund Dillon and, therefore, we have 100 years of experience providing passenger transportation.

- Dillon's has operated charter bus since its inception. We have provided service to 1,274 different charter groups in the short time between January 1, 2018 and May 20, 2018. In fact, we have operated 118 charter trips for Anne Arundel County schools during the past twelve months
- We have operated fixed route, scheduled service for the Maryland Transit Administration since 1985. This service operates throughout the Baltimore-Washington region.
- We operate service for Megabus, and affiliated Company, including intercity routes between Richmond and Washington, Charlotte and Washington,

Hampton and Washington, Philadelphia and Washington and New York City and Washington.

- We operate airport transfer service for a number of our charter customers as well as service for cruise ships at Baltimore harbor.

Dillon's operates and maintains a fleet of approximately 122 coach style buses (fleet list attached as Exhibit E) at its facility in Hanover, Maryland.

Dillon's Bus Service currently operates the following commuter bus service under contracts with the Maryland Transit Administration.

Between Annapolis, MD and Washington, DC (32 buses)

Between Howard County, MD and Washington, DC (34 buses)

Between Columbia, MD and Bethesda, MD (4 buses)

Between Baltimore – Washington International Airport and Gaithersburg, MD (4 buses)

In addition to the current contracts that Dillon's operates for the Maryland Transit Administration, Dillon's has operated other contract service for the MTA that was lost as a result of competitive bids, these included:

- A 5 bus contract providing service between Howard County, MD and Baltimore from 2009 to 2014.
- A 12 bus contract providing service between Harford County, MD and Baltimore from 1994 to 2014.
- A 26 bus contract providing service between Southern Maryland and Washington DC from 2009 to 2014.

Dillon's also operates charter service throughout the United States and Canada for numerous schools, corporations, religious institutions, social organizations and government agencies.

During its long history, Dillon's has provided all types of bus service to a very wide variety of clients. In 2015, for instance, Dillon's provided bus service for the visit of the Pope Francis to Washington DC and Philadelphia. In 2016 we provided service for the Democratic National Convention in Philadelphia. In both instances we transported members of the US Secret Service as well as attendees of various events. In both instances we worked cooperatively with local and federal authorities to fulfill our contractual obligations without any adverse occurrences. We believe that our experienced management and drivers allow us to be successful at any transportation endeavor we undertake.

The resumes of our management personnel are attached as Exhibit \_\_\_\_.

## Offices & Maintenance Facility

Dillon's maintains a "permanent place of business" at 7479 New Ridge Road, Hanover MD. We have leased this facility since January of 2008 and have an option in the current contract through 2024. A copy of the base is attached as Exhibit F.

## Licenses

Dillon's is in compliance with all federal, state and local laws pertaining to bus operations. We operate under authority by both the US Department of Transportation and the State of Maryland Public Service commission. Copies of these certificates are attached as Exhibit A. We have also attached a copy of our State of Maryland Department of Assessments and Taxation certificate indicating we are in compliance with all pertinent laws and regulations. A copy is also included in Exhibit A. Dillon's highest priority is the delivery of safe and efficient service to the public. As a result, we follow all of the regulations of the US DOT Federal Motor Carrier Safety Administration and the Occupational Health and Safety Administration. A copy of Dillon's US DOT "Company Snapshot" showing a satisfactory safety rating is attached as Exhibit B.

## Buses

Dillon's fleet consists of 122 coaches with a least 25 being available each day for charter services. Our fleet list is included as Exhibit E. All of our buses are ADA compliant (wheelchair lifts) and all have reclining seats, heat and air conditioning, lavatories, luggage racks inside and luggage compartments under the buses. In addition, all have video systems and PA systems. Thirty three of our buses are equipped with WIFI and power outlets and sixty four buses have seat belts.

Dillon's has an effective maintenance program which makes our service safer and more efficient. A description of this program is included as Exhibit I. All buses are inspected twice each year by the State to assure compliance with all DOT regulations and standards.

## Safety

### Mission

Dillon's Bus Service, Inc /Coach USA is committed to providing a world-class safe environment for our employees while delivering safe, high quality transportation services to our customers.

### Policy

It is Dillon's Bus Service/Coach USA's policy that all employees approach their duties with a keen safety conscious focus and dedication to ensure that unsafe situations and acts are identified, addressed and eliminated, and that all regulations, laws and company rules and procedures are strictly adhered to without question.

### Guiding Principles

- Dillon's Bus Service /Coach USA will strive to create and maintain a workplace that is free of safety hazards.
- Dillon's Bus Service/Coach USA will not allow the operation of vehicles that are in an unsafe condition.
- Dillon's Bus Service/Coach USA will ensure that all employees are trained to allow them to perform their duties in a safe and efficient manner.
- Dillon's Bus Service/Coach USA will implement safety policies and procedures that ensure, at a minimum, compliance with federal, state and local laws and regulations.

A more detailed description of our Safety Program is included as Exhibit G. Safety is our primary consideration when hiring and training new employees and in our ongoing efforts to educate all employees to perform their jobs in the most effective manner.

## Management Personnel

Our experienced management team will perform all functions required to operate safe and efficient bus service for our customers. The lines of authority are shown on the organization chart included in Exhibit H.

Derrick Kazimierski (Vice President & General Manager) will oversee all aspects of our operations and serve as the contact person with AACPS.

Benjamin Rainey (Operation Manager) will supervise the dispatchers, monitor the service on a daily basis and deal with customer concerns.

Winston Thrower (Asst. Operation Manager) will assign drivers to all charters and runs on a daily basis and assist in all aspects of running the operation.

Timothy Kohlhaus (Maintenance Manager) will supervise the servicing and repair of the buses used to provide this service.

Kimberly Nutter (Safety Manager) will supervise our safety program and monitor the performance of the drivers.

Maurice Marshall (Trainer) will train all new drivers regarding rules, regulations and driving skills and perform refresher training as needed.

Tara Limun (Controller) will maintain the books and records for this operation including the accumulation and delivery of all required statistical and financial information.

Resumes for all the above personnel are also included as Exhibit H.

## Work Plan

Dillon's Bus Service uses the charter booking program Distinctive to book and track all charters. The program prints out a confirmation form for each charter booked which is sent to the customer. The customer is able to verify all information on the charter order and request changes where necessary. It also prints the customer invoice for every charter. With this system Dillon's can properly track all charters and avoid mistakes that could otherwise cause inconvenience to our customers.

Dillon's dispatch office is open 24/7. There is always a dispatcher on duty to handle any last minute changes or unusual circumstances which may arise.

Should the need arise, Dillon's has the financial and operational support of its parent company, Coach USA (Exhibit C).

Dillon's has a formal training program for new operators (Exhibit K). An aggressive safety program (Exhibit G). A strict substance abuse policy (Exhibit J) and an effective preventative maintenance program (Exhibit I).

Dillon's has an excellent safety record as shown on the US DOT report (Exhibit B).

Dillon's has a fleet of late model coaches which have all the amenities requested in your specifications (Exhibit E).

Dillon's has a very experienced management team that will be available to meet your needs 24/7 (Exhibit H).

## EXHIBITS

Exhibit A	Operating Authority Maryland Dept of Assessments & Taxation Certificate
Exhibit B	US DOT Safer System Report CSS Certification
Exhibit C	Financial Statements
Exhibit D	Certificate of Insurance
Exhibit E	Fleet List
Exhibit F	Facility Lease
Exhibit G	Safety Program Electronics
Exhibit H	Organization Chart Management Resumes
Exhibit I	Maintenance Program Assessability Plan Breakdown Procedures
Exhibit J	Drug & Alcohol Policy
Exhibit K	Training Manual on CD



## COMMISSIONERS

DOUGLAS R. M. NAZARIAN  
CHAIRMANHAROLD D. WILLIAMS  
LAWRENCE BRENNER  
KELLY SPEAKES-BACKMAN  
W. KEVIN HUGHESGREGORY V. CARMEAN  
EXECUTIVE DIRECTOR

## STATE OF MARYLAND



## PUBLIC SERVICE COMMISSION

## TRANSPORTATION DIVISION

CLIFFORD J. WATTS  
DIRECTORHILARY HAMMERMAN  
REGINA C. GEE  
ASSISTANT DIRECTORS

March 20, 2012

Keith M. Dillon, President  
Dillon's Bus Service, Inc.  
7479 New Ridge Road  
Hanover, MD 21076

Dear Mr. Dillon:

Dillon's Bus Service, Inc. Carrier/Permit No. 20, is a licensed Charter/Contract Passenger Carrier operating under the jurisdiction of the Maryland Public Service Commission since June 11, 1982, Commission Order No. 65825. This authority is continuing and currently in good standing with the Commission. Throughout the years Dillon's Bus Service, Inc. has expanded its services to include regular route authority to various points and places within the State of Maryland (copies of various orders for transportation services are attached).

Dillon's Bus Service, Inc. currently owned and operates 120 motor coaches. The company's motor coaches were inspected November 16, 2011 for PSC safety inspections. All motor coaches received a satisfactory inspection certificate.

If you have any questions regarding this Carrier/Permit, please contact me at 410-767-8060.

Sincerely,

Clifford Watts  
Director of Transportation

Attachments

cc: Company File

WILLIAM DONALD SCHAEFER TOWER • 6 ST PAUL STREET • BALTIMORE, MARYLAND 21202-6806

410-767-8128

Toll Free: 1-800-492-0474

FAX: 410-333-6088

MORS: 1-800-735-2258 (TTY/Voice)

Website: [www.psc.state.md.us/psc/](http://www.psc.state.md.us/psc/)



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
June 14, 2012

**DECISION**  
MC-108531  
BLUE BIRD COACH LINES, INC.  
HENRIETTA, NY  
**REENTITLED**  
DILLON'S BUS SERVICE, INC.

On June 8, 2012, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

**It is ordered:**

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as DILLON'S BUS SERVICE, INC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability; BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: <http://li-public.fmcsa.dot.gov>. Any other questions regarding the action taken should be directed to (202)366-9805.

**Decided:** June 11, 2012

By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Chief  
Information Technology Operations Division  
NCA

INTERSTATE COMMERCE COMMISSION  
PERMIT

MC 108531 Sub 25

SERVICE DATE

MAY 27 1982

BLUE BIRD COACH LINES, INC.  
Olean, NY

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier by motor vehicle.

This authority will become effective only when the carrier has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043), designation of agents upon whom process may be served (49 CFR 1044), tariffs or schedules (49 CFR 1300 through 1310), and the execution of contracts for contract carriers (49 CFR 1053). The carrier shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For all carriers: Any duplication in this authority and rights currently held does not confer more than one operating right.

The transportation service to be performed is described on the reverse side of this document and will be valid as long as the carrier maintains compliance with the above requirements.

By the Commission.

Agatha L. Mergenovich  
Secretary

(SEAL)

Note: If there are discrepancies regarding this Permit, please notify the Commission within 30 days.

No. MC-108531 (Sub-No. 25)

To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting passengers and their baggage, in the same vehicle with passengers, in charter operations, between points in the United States, under continuing contract(s) with Blue Bird World Travel, Inc., of Olean, NY.

*STATE OF MARYLAND*  
*Department of Assessments and Taxation*

I, MICHAEL HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATE CHARTERS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT DILLON'S BUS SERVICE, INC., QUALIFIED JULY 30, 2012, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT INTERSTATE, INTRASTATE AND FOREIGN BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS SEPTEMBER 14, 2016.



Michael L. Higgs  
Deputy Director



*301 West Preston Street, Baltimore, Maryland 21201*  
*Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941*  
*MRS (Maryland Relay Service) (800) 735-2258 TT/Voice*  
*Fax (410) 333-7097*

☒ USDOT Number ☐ MC/MX Number ☐ Name

Enter Value: 16724

Search

**Company Snapshot**

DILLON'S BUS SERVICE INC

USDOT Number: 16724

**ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**

**Carriers:** If you would like to update the following ID/Operations information, please complete and submit form MCS-150 which can be obtained online or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's DataQs system.

**Carrier and other users:** FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the CSP order page or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to SAFER General Help.

The information below reflects the content of the FMCSA management information systems as of 05/20/2018.

<b>Entity Type:</b>	CARRIER																																
<b>Operating Status:</b>	AUTHORIZED FOR Passenger	<b>Out of Service Date:</b>	None																														
<b>Legal Name:</b>	DILLON'S BUS SERVICE INC																																
<b>DBA Name:</b>																																	
<b>Physical Address:</b>	7479 NEW RIDGE RD HANOVER, MD 21076																																
<b>Phone:</b>	(410) 647-2321																																
<b>Mailing Address:</b>	7479 NEW RIDGE RD HANOVER, MD 21076																																
<b>USDOT Number:</b>	16724	<b>State Carrier ID Number:</b>																															
<b>MC/MX/FF Number(s):</b>	MC-108531	<b>DUNS Number:</b>	74-015-587																														
<b>Power Units:</b>	123	<b>Drivers:</b>	127																														
<b>MCS-150 Form Date:</b>	03/14/2018	<b>MCS-150 Mileage (Year):</b>	4,681,942 (2018)																														
<b>Operation Classification:</b>																																	
<table border="0"> <tr> <td>X Auth. For Hire</td> <td>Priv. Pass.(Non-business)</td> <td>State Gov't</td> </tr> <tr> <td>Exempt For Hire</td> <td>Migrant</td> <td>Local Gov't</td> </tr> <tr> <td>Private(Property)</td> <td>U.S. Mail</td> <td>Indian Nation</td> </tr> <tr> <td>Priv. Pass. (Business)</td> <td>Fed. Gov't</td> <td></td> </tr> </table>				X Auth. For Hire	Priv. Pass.(Non-business)	State Gov't	Exempt For Hire	Migrant	Local Gov't	Private(Property)	U.S. Mail	Indian Nation	Priv. Pass. (Business)	Fed. Gov't																			
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**ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**

US Inspection results for 24 months prior to: 05/20/2018

Total Inspections: 476

Total IEP Inspections: 0

**Note:** Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to Inspections Help for further information.

Inspections:				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	449	108	0	0
Out of Service	5	1	0	0
Out of Service %	1.3%	0.9%	%	0%
Natl Average % (2009-2010)	20.72%	5.51%	4.50%	N/A

Crashes reported to FMCSA by states for 24 months prior to: 05/20/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	4	2	6

**ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**

Canadian Inspection results for 24 months prior to: 05/20/2018

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 05/20/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

**ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 05/20/2018

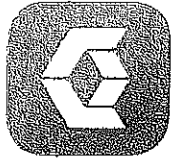
Review Information:

Rating Date:	09/21/2017	Review Date:	09/21/2017
Rating:	Satisfactory	Type:	Compliance Review



SAFER Home | Feedback | Privacy Policy | USA.gov | Freedom of Information Act (FOIA) | Accessibility | OIG Hotline | Web Policies and Important Links | Plug-ins

Federal Motor Carrier Safety Administration  
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5660 • TTY: 1-800-877-8339 • Field Office Contacts



CSS

**CSS, INC.**  
**MOTOR CARRIER SAFETY DIVISION**  
**INSPECTION OUTBRIEFING AGREEMENT**

**CLIENT:** MONTGOMERY COUNTY SCHOOLS

**CARRIER:** DILLON'S BUS SERVICE, INC.

**INSPECTOR:** CJ MCALLISTER

**DATE:** 08/02/2017

Consolidated Safety Services, Inc. (CSS) is under contract to perform Motor Carrier Safety Reviews (MCSR's), vehicle inspections, and ongoing observation of carrier data observed from public records (MCMIS, Safer, SMS) and information supplied from individual carrier management through required self-reporting. It is the sole discretion and responsibility of the "Client" to determine the final status (retention or denial) of the motor carrier based upon these inspection results. This inspection only covers the motor carrier's compliance with the regulations, safety management controls, and overall effectiveness of the established safety procedures in place.

Inspections are conducted in accordance with applicable regulations to include Federal Motor Carrier Safety Regulations (FMCSR's) and additional criteria requested by the above "Client". Vehicle Inspections are conducted using the North American Vehicle/Driver Inspections Standards. Serviceability of the vehicles is determined in accordance with the North American Uniform Out-of-service Criteria set forth by the Commercial Vehicle Safety Alliance (CVSA). The overall mechanical condition of a vehicle is determined in accordance with the Minimum Periodic Inspection Standards (Appendix G to Subchapter B).

The Inspector(s) conducting the inspection will submit their findings to CSS, and DO NOT have access or knowledge of the criteria used in determined the final Safety Performance Status.

The Inspector(s) is/are required to conduct a formal Outbriefing with appropriate company representative(s) of the findings. Signature certification by the motor carrier's representative acknowledges:

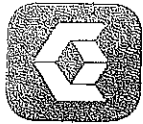
- Receipt of information supplied in the Outbriefing pertaining to findings
- Completion of the inspection
- Agreement to timely "self-reporting" of any information on actions that occur with the carrier's vehicles, drivers, or through enforcement actions to the Client
- Agreement to distribute a copy of these inspection results to the "Client"
- **ALL INFORMATION ON THE CARRIER'S OPERATIONS ARE FACTUAL TO THE BEST KNOWLEDGE OF MANAGEMENT PRESENT FOR THIS INSPECTION, AND ANY DEROGATORY REGULATORY INFORMATION WAS RELAYED TO THE INSPECTOR DURING THE INSPECTION**

**MOTOR CARRIER REPRESENTATIVE:** 

**INSPECTOR(s):** 

703.691.4612 P  
800.888.4612 P  
703.691.4615 F  
10301 Democracy Lane, Suite 300  
Fairfax, Virginia 22030-2545



**CSS****MOTOR CARRIER OPERATIONS INFORMATIONAL  
FORM**

DOT# 16724	Motor Carrier (Legal Name) Dillon's Bus Service	d/b/a Name	Fax #	Date: 8/2/2017
MC#/MX# 108531	Physical Address 7479 New Ridge Road	City Hanover State MD Zip 21076		Phone 410-647-2321
SCAC:	Mailing Address Same	City State Zip		Phone
Inspection Type MCSR	Terminal Address Same	City State Zip		Cargo Classification Passenger/For Hire
Average # of Charters Monthly	Engaged in Passenger Transportation Service for 12 consecutive months or more? (circle one)	Latest DOT Inspection (obtain copy)		
Miles Driven in the Past 12 Month 349,413	Yes <u>X</u> No	Date 5/1/2014		
General Area of Service Mid Atlantic/DC		Result <u>Satisfactory</u>		
<b>DRIVERS EMPLOYMENT STATUS (# of drivers)</b>		<b>MANAGEMENT</b>		
Single Employer 119	1. Name Derrick Kazimierski	Title General Manager		
Multiple Employer 4	2. Name Kimberly Nutter	Title Safety Director		
TOTAL 123	3. Name	Title		
100 Air-Mile Radius 0	Average number of client loads handled monthly Local Mid-Atlantic public/private schools; local MTA line hauls			

VEHICLE INVENTORY											
	Motor Coach	School Bus	Mini Bus	Van / Limo / Taxi	Trucks	Tractors	HazMat Tank Trailer	HazMat Tank Truck	Full Trailer	Semi Trailer	Others
CMV	131										
Non-CMV											
Term Lease											
Trip Lease											
AVAILABLE	126										

Has your company ever been suspended/barred from Government services by Federal or State agency? YES \_\_\_ NO X

a. If "YES", list all suspensions, non-use periods, disbarments within the last three (3) years:

(1) Regulatory Agency	(2) From (Month/Year)	(3) To (Month/Year)
-----------------------	-----------------------	---------------------

**ATTACHMENTS**

	Yes	No	N/A
Federal Authority	x		
State Authority			x
MCS 80B	x		
MCS 82B			x
Letter of DOT Rating	x		
Copy of DOT Field Report		x	

	Yes	No	N/A
Client Vehicle Inventory	x		
Employee / Driver List	x		
Policies / Procedures	x		
State Authority			x
Lease Agreements			x

Signature

GENERAL MANAGER

Title



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)  
5/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1054466 Dillion's Bus Service, Inc. A Coach USA Company 7479 New Ridge Road Hanover MD 21076	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Greenwich Insurance Company	NAIC # 22322
	INSURER B: XL Insurance America, Inc.	24554
	INSURER C: National Fire and Marine Insurance Co	20079
	INSURER D: Lloyds of London	
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 15389344

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG 00 01 04/13 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	RGD943765105	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90B	Y	Y	RAD943765205	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000	Y	Y	92SRD307085 / 748831	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWD943541205 (AOS) RWR943541305 (WT)	5/1/2018 5/1/2018	5/1/2019 5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Auto Liability	Y	Y	PN1600453	5/1/2018	5/1/2019	\$5M Each Occ/\$10M Annual Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

## CANCELLATION

15389344

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS  
PURCHASING OFFICE  
2644 RIVA ROAD  
ANNAPOLIS MD 21401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

#	UNIT #	VIN #	YEAR	MAKE	MODEL	STATE	TAG	
1	49775	YE2XC82B4J3049775	2018	Van Hool	CX45	IL	P982721	WIFI & outlets
2	49774	YE2XC82B2J3049774	2018	Van Hool	CX45	IL	P982720	WIFI & outlets
3	49773	YE2XC82B0J3049773	2018	Van Hool	CX45	IL	P982719	WIFI & outlets
4	49639	YE2XC82B7J3049639	2018	Van Hool	CX45	IL	P982718	WIFI & outlets
5	49638	YE2XC82B5J3049638	2018	Van Hool	CX45	IL	P977508	WIFI & outlets
6	49637	YE2XC82B3J3049637	2018	Van Hool	CX45	IL	P977507	WIFI & outlets
7	49635	YE2XC82BXJ3049635	2018	Van Hool	CX45	IL	P977506	WIFI & outlets
8	49633	YE2XC82B6J3049633	2018	Van Hool	CX45	IL	P977505	WIFI & outlets
9	49631	YE2XC82B2J3049631	2018	Van Hool	CX45	IL	P967602	WIFI & outlets
10	49582	YE2XC82B1H3049582	2017	Van Hool	CX45	IL	P967601	WIFI & outlets
11	49384	YE2XC82B8H3049384	2017	Van Hool	CX45	IL	P942706	WIFI & outlets
12	49059	YE2XC81B8G3049059	2016	Van Hool	CX45	IL	P918935	WIFI & outlets
13	49058	YE2XC81BG63049058	2016	Van Hool	CX45	IL	P018934	WIFI & outlets
14	49057	YE2XC81B4G3049057	2016	Van Hool	CX45	IL	P918933	WIFI & outlets
15	48883	YE2XC81BXG3048883	2016	Van Hool	CX45	IL	P898307	WIFI & outlets
16	48881	YE2XC81B6G3048881	2016	Van Hool	CX45	IL	P898306	WIFI & outlets
17	48502	YE2XC21B0f3048502	2015	Van Hool	CX45	IL	P869861	WIFI & outlets
18	48501	YE2XC21B9F3048501	2015	Van Hool	CX45	IL	P869860	WIFI & outlets
19	48500	YE2XC21B7F3048500	2015	Van Hool	CX45	IL	P869859	WIFI & outlets
20	48247	YE2XC21B1E3048247	2014	Van Hool	CX45	IL	P832278	WIFI & outlets
21	48245	YE2XC21B8E3048245	2014	Van Hool	CX45	IL	P832277	WIFI & outlets
22	48239	YE2XC21B2E3048239	2014	Van Hool	CX45	IL	P832276	WIFI & outlets
23	48227	YE2XC21B6E3048227	2014	Van Hool	CX45	IL	P832271	WIFI & outlets
24	48225	YE2XC21B2E3048225	2014	Van Hool	CX45	IL	P832270	WIFI & outlets
25	47843	YE2CC2ABXC2047843	2012	Van Hool	C2045L	IL	P800770	WIFI & outlets
26	47842	YE2CC2AB8C2047842	2012	Van Hool	C2045L	IL	P800769	WIFI & outlets
27	47840	YE2CC2AB4C2047840	2012	Van Hool	C2045L	IL	P800767	WIFI & outlets
28	47837	YE2CC2AB4C2047837	2012	Van Hool	C2045L	IL	P800764	WIFI & outlets
29	47836	YE2CC2AB2C2047836	2012	Van Hool	C2045L	IL	P800763	WIFI & outlets
30	47834	YE2CC2AB9C2047834	2012	Van Hool	C2045L	IL	P800761	WIFI & outlets
31	47833	YE2CC2AB7C2047833	2012	Van Hool	C2045L	IL	P800760	WIFI & outlets
32	47831	YE2CC2AB3C2047831	2012	Van Hool	C2045L	IL	P927161	
33	47830	YE2CC2AB1C2047830	2012	Van Hool	C2045	IL	P927160	
34	65885	2MG3JMHA6BW065885	2011	MCI	J4500	IL	P802825	
35	65884	2MG3JMHA4BW065884	2011	MCI	J4500	IL	P802824	
36	65861	2MG3JMEA8BW065861	2011	MCI	J4500	IL	P883555	
37	47756	YE2CC2AB6B2047756	2011	Van Hool	C2045	MD	P023P02	
38	47743	YE2CC2AB8B2047743	2011	Van Hool	C2045L	MD	023P01	
39	88004	2MG3JMHA9AW065622	2010	MCI	J4500	IL	P739304	
40	88001	2MG3JMHA9AW065619	2010	MCI	J4500	IL	P739303	
41	65620	2MG3JMHA5AW065620	2010	MCI	J4500	IL	P890365	
42	65452	2MG3JMEAX9W065452	2009	MCI	J4500	MD	016P23	
43	65450	2MG3JMHA19W065450	2009	MCI	J4500	MD	016P22	
44	65449	2MG3JMHA59W065449	2009	MCI	J4500	MD	014P96	
45	65448	2MG3JMHA39W065448	2009	MCI	J4500	MD	014P95	
46	65447	2MG3JMHA19W065447	2009	MCI	J4500	MD	014P94	

#	UNIT #	VIN #	YEAR	MAKE	MODEL	STATE	TAG
47	65446	2MG3JMEA49W065446	2009	MCI	J4500	MD	014P93
48	65444	2MG3JMEA09W065444	2009	MCI	J4500	IL	P883490
49	65433	2MG3JMEA69W065433	2009	MCI	J4500	MD	016P19
50	65429	2MG3JMEA49W065429	2009	MCI	J4500	MD	016P15
51	65428	2MG3JMHA89W065428	2009	MCI	J4500	MD	015P19
52	65427	2MG3JMHA69W065427	2009	MCI	J4500	MD	015P18
53	65422	2MG3JMEA19W065422	2009	MCI	J4500	MD	015P17
54	65421	2MG3JMEAX9W065421	2009	MCI	J4500	MD	015P16
55	65417	2MG3JMHA39W065417	2009	MCI	J4500	MD	016P14
56	65412	2MG3JMHA49W065412	2009	MCI	J4500	MD	015P15
57	65388	2MG3JMEA59W065388	2009	MCI	J4500	MD	015P11
58	65381	2MG3JMEA29W065381	2009	MCI	J4500	MD	016P07
59	65366	2MG3JMHA19W065366	2009	MCI	J4500	MD	015P10
60	65364	2MG3JMHA89W065364	2009	MCI	J4500	MD	015P09
61	65363	2MG3JMHA69W065363	2009	MCI	J4500	MD	015P08
62	65352	2MG3JMHA19W065352	2009	MCI	J4500	MD	016P06
63	65350	2MG3JMHA89W065350	2009	MCI	J4500	MD	016P05
64	65349	2MG3JMHA19W065349	2009	MCI	J4500	MD	016P04
65	65325	2MG3JMHA99W065325	2009	MCI	J4500	MD	015P07
66	65310	2MG3JMHA79W065310	2009	MCI	J4500	MD	015P06
67	65309	2MG3JMEA59W065309	2009	MCI	J4500	IL	P884755
68	65308	2MG3JMEA39W065308	2009	MCI	J4500	IL	P884754
69	65307	2MG3JMEA19W065307	2009	MCI	J4500	IL	P884753
70	65306	2MG3JMEAX9W065306	2009	MCI	J4500	IL	P884752
71	65305	2MG3JMEA89W065305	2009	MCI	J4500	IL	P884751
72	65280	2MG3JMEA79W065280	2009	MCI	J4500	IL	P892446
73	65275	2MG3JMEA39W065275	2009	MCI	J4500	IL	P880838
74	65274	2MG3JMEA89W065274	2009	MCI	J4500	IL	P892442
75	65255	2MG3JMEA89W065255	2009	MCI	J4500	IL	P676403
76	65250	2MG3JMAH49W065250	2009	MCI	J4500	MD	014P91
77	65187	2MG3JEMA69W065187	2009	MCI	J4500	MD	014P90
78	65146	2MG3JMEA39W065146	2009	MCI	J4500	IL	P797190
79	65065	2MG3JMEA39W065065	2009	MCI	J4500	IL	P797191
80	65064	2MG3JMEA19W065064	2009	MCI	J4500	IL	P797193
81	59059	1M86DMHA69P059059	2009	MCI	D4505	MD	014P89
82	58990	1M86DMEA39P058990	2009	MCI	D4505	MD	015P05
83	58960	1M86DMHA09P058960	2009	MCI	D4505	MD	015P04
84	58959	1M86DMHA49P058959	2009	MCI	D4505	MD	014P88
85	58958	1M86DMHA29P058958	2009	MCI	D4505	MD	015P02
86	58957	1M86DMEA59P058957	2009	MCI	D4505	MD	015P03
87	46940	YE2CC29B1A2046940	2009	Van Hool	C2045	IL	P800746
88	801D	2M93JMHA28W064748	2008	MCI	J4500	MD	014P02
89	800D	2M93JMHA88W064740	2008	MCI	J4500	MD	023P10
90	65147	2MG3JMEA59W065147	2008	MCI	J4500	IL	P797192
91	64632	2M93JMFA18W064632	2008	MCI	J4500	IL	P797231
92	64601	2M93JMHA58W064601	2008	MCI	J4500	IL	P797189

#	UNIT #	VIN #	YEAR	MAKE	MODEL	STATE	TAG
93	64542	2M93JMFA08W064542	2008	MCI	J4500	IL	P957944
94	47544	YE2CC27B282047544	2008	Van Hool	C2045L	IL	P813681
95	47543	YE2CC27B082045743	2008	Van Hool	C2045L	IL	P892215
96	799	2M93JMHA48W064749	2008	MCI	J4500	MD	023P09
97	798	2M93JMHA08W064750	2008	MCI	J4500	MD	023P08
98	797	2M93JMEA78W064703	2008	MCI	J4500	MD	014P01
99	64182	2M93JMPA07W064182	2007	MCI	J4500	IL	P903065
100	64181	2M93JMPA97W064181	2007	MCI	J4500	IL	P884750
101	64180	2M93JMPA77W064180	2007	MCI	J4500	IL	P884749
102	63995	2M93JMPA37W063995	2007	MCI	J4500	MD	009P79
103	63974	2M93JMPA67W063974	2007	MCI	J4500	IL	P79716
104	63857	2M93JMPA27W063857	2007	MCI	J4500	IL	P662931
105	61401	2M93JMDA87W064418	2007	MCI	J4500	MD	013P63
106	57730	1M86DMPA27P057730	2007	MCI	D4505	MD	013P61
107	57727	1M86DMDA77P057727	2007	MCI	D4505	MD	013P60
108	46097	YE2CC25B772046097	2007	Van Hool	C2045L	MD	022P99
109	46096	YE2CC25B572046096	2007	Van Hool	C2045L	MD	022P98
110	46095	YE2CC25B372046095	2007	Van Hool	C2045L	IL	P899216
111	796	2M93JMDA97W064007	2007	MCI	J4500	MD	014P00
112	299	YE2CC18B272047299	2007	Van Hool	C2045	MD	013P55
113	297	YE2CC27B272047297	2007	Van Hool	C2045	MD	013P54
114	63704	2M93JMDA66W063704	2006	MCI	J4500	IL	P662926
115	63603	2M93JMPA66W063603	2006	MCI	J4500	MD	009P77
116	63569	2M93JMPAX6W063569	2006	MCI	J4500	IL	P884748
117	63568	2M93JMPA86W063568	2006	MCI	J4500	IL	P884747
118	7197	YE2CC27B062047197	2006	Van Hool	C2045L	MD	023P07
119	7196	YE2CC27B962047196	2006	Van Hool	C2045L	MD	023P06
120	795	2M93JMPA67W063859	2006	MCI	J4500	MD	013P99
121	794	2M93JMPA16W063699	2006	MCI	J4500	MD	013P98
122	793	2M93JMPAX6W063698	2006	MCI	J4500	MD	013P97

**The Hertz Corporation**  
225 Brae Boulevard/Law Dept.  
Park Ridge, New Jersey 07656-0713

**Alan J. Weisblatt**  
Senior Staff Counsel  
T: 201-307-2901  
F: 201-307-2089  
E-mail: [awaisblatt@hertz.com](mailto:awaisblatt@hertz.com)

Via Federal Express

April 25, 2016

Mr. Ross Kinnear, CFO  
Coach USA  
160 Route 17 North  
Paramus, NJ 07652

Re: 7479 Ridge Road, Hanover, ~~NJ~~ *MD*

Dear Mr. Kinnear:

Enclosed please find a fully executed original counterpart to the Second Amendment to Lease for the referenced property.

Very truly yours,



Alan Weisblatt

AW:kmc

Enclosures

cc: Shannon Duffy-Wierer  
Lisa Bacchus  
Adolph Romei, Esq.



## SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT TO LEASE ("Second Amendment") is made as of the 1st day of January 2016 by and between DILLON'S BUS SERVICE, INC., a wholly owned subsidiary of COACH USA, INC., hereinafter referred to as "Tenant" and THE HERTZ CORPORATION, hereinafter referred to as "Landlord" with an address at 8501 Williams Road, Hester, FL 33928.

### WITNESSETH:

WHEREAS, Landlord and Tenant entered into a lease dated January 10, 2008, for premises at 7479 Ridge Road, Hanover, Maryland, which said premises is more particularly described in said lease, hereinafter referred to as the "Lease"; and

WHEREAS, the Lease was amended by a First Amendment to Lease and Commencement Date Agreement dated March 7, 2008 hereinafter referred to as the "First Amendment"); and

WHEREAS, the Lease's fixed term expired on February 28, 2015, Tenant has remained in possession on a month to month tenancy and the parties hereto have agreed to extend the fixed term and amend the Lease as set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration paid for and given by each of the parties hereto to the other, receipt of which each of the parties hereby respectively acknowledges, the parties hereto agree as follows:

1. The Term of the Lease is hereby extended for four (4) years, commencing as of January 1, 2016 and ending on December 31, 2019, which period is hereinafter referred to as the "First Extension Term".

2. Section 8(a) of the Lease is amended to provide that during the First Extension Term, Base Rent shall be payable in the following sums:

<u>MONTH</u>	<u>BASE MONTHLY RENT</u>
1/1/16 to 12/31/16	██████████
1/1/17 to 12/31/17	██████████
1/1/18 to 12/31/18	██████████
1/1/19 to 12/31/19	██████████

payable in advance on the first day of each and every month during the First Extension Term. Each payment of Base Rent shall be accompanied by the payment required pursuant to Section 16 of the Lease as Additional Rent.

3. Section 5 of the Lease is amended to provide Tenant with one (1) remaining right to extend the Term for an additional term of five (5) years commencing on January 1, 2020 and ending on December 31, 2024 ("Second Extension Term") on the same terms and conditions set forth in the Lease as amended, except that Base Rent during shall be in the following sums:



MONTH

MONTHLY RENT

1/1/20 to 12/31/20

██████████

1/1/21 to 12/31/21

██████████

1/1/22 to 12/31/22

██████████

1/1/23 to 12/31/23

██████████

1/1/24 to 12/31/24

██████████

payable in advance on the first day of each and every month during the Second Extension Term and accompanied by the payment required by Section 16 as Additional Rent. To exercise this option, the Lease shall not previously come to an end and provided no Default shall have occurred and be continuing on the date Landlord receives Tenant's Extension Notice. Tenant shall deliver written notice to Landlord of its election to extend the Term on or before August 31, 2019 ("Extension Notice"). Failure to deliver the notice on or before August 31, 2019 shall automatically void this option.

4. As additional consideration for Landlord agreeing to this Second Amendment, Coach USA, Inc ("Guarantor") is delivering an unconditional guaranty ("Guaranty") of Tenant's obligations under this Lease, including the timely payment of Base Rent and Additional Rent. Any default by Guarantor under the Guaranty shall

be a default under this Lease and subject to all the remedies available to Landlord under Section 14 of the Lease.

5. Section 34 is amended to change Landlord's address for notices to:  
8501 Williams Road, Estero, FL 33928, Attention: Real Estate.
6. Except as amended and modified herein, all the terms, covenants and provisions of said Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth above.

THE HERTZ CORPORATION  
Landlord

By: Michael E. Holdgrafer *AW*

Name: Michael E. Holdgrafer

Title: Vice President, Real Estate and  
Concessions

Date: April 18, 2016

DILLION'S BUS SERVICE, INC.  
Tenant

By: D. Kazimierski

Name: DERRICK KAZIMIERSKI

Title: GENERAL MANAGER

Date: 4/13/2016