

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



ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

Title: RFP #23SC-208 Prequalification of Coach Bus Contractors

Issued: February 22, 2023 Buyer: Loretta Hamilton, 410-222-5166, lhamilton@aacps.org

Proposal Due Date: Proposals are due no later than 11:00 a.m. Eastern Time on March 23, 2023, in the Purchasing Office at the above address. The opening is not public.

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 time for proposal receipt will remain the same even if the date is changed. Visit the AACPS website, www.aacps.org, for the status of building closures. *Closing of schools does not constitute closing of the Central Office Building.*

Minority & Small Business Enterprises and Veteran-Owned Businesses are encouraged to respond to this RFP.

This proposal must be signed by an offeror authorized to make a binding commitment for the firm submitting the proposal. By submitting a proposal in response to this RFP, the offeror selected for award agrees that it shall comply with all federal, State, and local laws, and AACPS policies and regulations applicable to its activities under the resulting contract. Any offeror selected for award, including businesses outside of the State, must comply with registration/verification requirements of the Maryland Department of Assessments and Taxation. www.dat.maryland.gov

Your signature on this page provides AACPS your acknowledgment and acceptance of the terms and conditions contained in the Request for Proposal. When this page is executed by an authorized officer of Anne Arundel County Public Schools, this scope of work, terms and general conditions, and price proposal shall become a legally binding contract between the successful offeror and AACPS.

Offeror Name: Dillon's Bus Service Inc.


Address: 7479 New Ridge Rd., Hanover, MD 21076

Phone: 443-557-4070 Fax: 410-647-8837 Email: Amanda.Mende@coachusa.com

Federal ID or Social Security Number: 52-2084398 Web Address: coachusa.com/dillons-bus-service

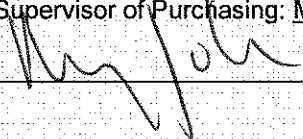
MDOT MBE Certification # Not applicable. DGS Small Business Registration #: Not applicable.

eMaryland Marketplace #: SUP375091 MD Dept. of Assess. & Taxation #: F14801823

Offeror Signature: 

Printed Name, Title and Date: Amanda Mende, Vice President & General Manager

Accepted by AACPS Supervisor of Purchasing: Mary Jo Childs

Signature:  Date: 5/24/23

Award Limitations: _____



TRANSMITTAL LETTER

Headquarters	Subsidiary
160 S. Route 17	Dillon's Bus Service
Paramus, NJ 07562	7479 New Ridge Rd.
P: (201) 529-3666	Hanover, MD 21076
www.coachusa.com	P: (410) 647-2321

March 23, 2023

Ms. Loretta Hamilton
Purchasing Office
2644 Riva Road
Annapolis, MD 21401

Re: RFP #23SC-208 Prequalification of Coach Bus Contractors

Dear Ms. Hamilton:

On behalf of our subsidiary company, Dillon's Bus Service, Coach USA is pleased to submit the attached response to the Anne Arundel County Public Schools ("AACPS") **RFP #23SC-208 Prequalification of Coach Bus Contractors**. As one of the current operators for the District, Dillon's Bus Service has a detailed understanding and knowledge of the student and staff transportation requirements, and a vested interest in the surrounding community.



ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

Dillon's Bus Service

As a Maryland-based transportation provider for more than a century, we are proud of our shared commitment through the challenges and tireless work to ensure that vital services never stopped to move people across the region.

Dillon's Bus Service operates and maintains a fleet of more than 150 coach-style buses. We will provide all staff necessary to operate and maintain these coaches as outlined in the AACPS RFP. Our staff will provide excellent customer service while carrying out safe and reliable transportation to AACPS students & staff.

AACPS Requirement	Dillon's Bus Service/ Coach USA Response
Name and Address of the Bidder	Dillon's Bus Service Inc, A Coach USA Company 7479 New Ridge Road Hanover, MD 21076
Primary Contact	Amanda Mende, Vice President & General Manager Amanda.Mende@coachusa.com O: (443) 557-4070 M: (443) 418-2149 F: (410) 647-8827
Federal Employer Identification Number	52-2084398
eMMA Number	SUP375091



AACPS Requirement	Dillon's Bus Service/ Coach USA Response
USDOT Number	16724
Federal Motor Carrier Operating Authority Number	MC-108531
MBE Certification	Not Applicable.
Acceptance of all AACPS RFP#23SC-208 requirements and Contract Terms and Conditions	Dillon's Bus Service accepts all AACPS RFP #23SC-208 and Contract Terms and Conditions contained in the AACPS RFP
Addenda Acknowledgement	Dillon's Bus Service acknowledges the receipt of the following addenda: Addendum No. 1, Dated March 9, 2023 Addendum No. 2, Dated March 17, 2023

AACPS and Coach USA

Coach USA operates each day to the highest standards of safety, reliability, and business ethics. We will continue to operate in the best interests of AACPS, including each of the 128 schools and 84,500 students. Dillon's Bus Service, Inc. is a wholly owned subsidiary of Coach USA, Inc. The information submitted with this bid pertains primarily to Dillon's Bus Service Inc. Coach USA certifies that we will comply, including all our personnel, with all local, state, and federal regulations. **Coach USA will complete all services set forth in the proposal within the proposed time limits to the satisfaction of AACPS.**

Looking Forward

Our continued focus, during good and challenging times, is in the spirit of partnership with our clients. We understand that in this ever-changing business climate, flexibility, and the ability to quickly and efficiently address new concerns is one of the defining characteristics of a successful partner. In 2021 and 2022, Coach USA has proven its ability to make hard decisions and to innovate in a way that is most beneficial not only to you, our client, but also to the communities we serve.

In the response that follows, we have provided the requested information for the discussed services. Please feel free to contact me at (443) 418-2149 or at Amanda.Mende@coachusa.com if you have questions or require any additional information.

Sincerely,



Amanda Mende
Vice President & General Manager
Dillon's Bus Service Inc. | A Coach USA Company

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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 qualified personnel and equipment to provide safe, reliable and efficient transportation services to students for trips as part of educational and extracurricular programs. AACPS anticipates awarding contracts to multiple offerors.

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.

The named buyer is the only person authorized to answer questions regarding this RFP. Offerors should not rely on information obtained from any source other than the buyer. It is the responsibility of offerors to check for addenda on the AACPS web page (www.aacps.org) before the proposal due date.

Offerors are responsible for understanding this solicitation. To that end, prospective offerors may submit questions to the AACPS Buyer named above.

- Questions must be in writing and submitted via hard-copy or email.
- Questions must be received in the Purchasing Office ten days prior to proposal due date.
- Questions received after this date will be answered only if time permits.
- The Buyer will distribute a written summary of responses to timely-received questions to all prospective offerors known to have received a copy of this RFP.
- Oral communications are not binding.

A pre-proposal conference will be held virtually at 11:00 a.m. Eastern Time on March 2, 2023, at the link below.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 248 438 492 363

Passcode: bpWc49

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 301-960-3676,,809640031# United States, Silver Spring

Phone Conference ID: 809 640 031#

[Find a local number](#) | [Reset PIN](#)

Attendance is strongly recommended. AACPS is not responsible for communicating to offerors any information that may be discussed during the conference. However, if AACPS makes changes to the RFP as a result of the meeting, all offerors properly registered on the AACPS website for this RFP will receive a notice of the amendment.

2. NO OBLIGATION

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

3. PROPOSAL INSTRUCTIONS

Offerors may submit proposals electronically. Electronic proposals may be done through the AACPS website at

<https://bids.aacps.org/Account/Login?ReturnUrl=%2FBidSubmissions>

The time of receipt is the time the electronic proposal documents are **RECEIVED** by Anne Arundel County Public Schools-**NOT** the time you begin the upload. Please allow additional time for your proposal submission to be fully uploaded. AACPS is not responsible for technical failures that result in a late submission.

Offerors must ensure the RFP number and title are correct when submitting the proposal.

Faxed or emailed proposals will not be accepted.

Offerors are responsible for properly labeling their proposal envelope with the company name, address, proposal number and due date. AACPS is not responsible for a proposal that may be inadvertently opened before the proposal due date unless it is submitted with proper labeling.

Proposal Drop Off – Appointments are required for an in-person drop off. To schedule an appointment, vendors should email the Purchasing Office several days before the due date.

purchasing@aacps.org

Please do not attempt to drop off a proposal without a confirmed appointment.

If offerors prefer to mail the proposals, please allow extra time for USPS deliveries as stated in the RFP.

4. REJECTION/CANCELLATION OF RFP

This solicitation is subject to cancellation when determined by the Supervisor of Purchasing to be in the best interest of AACPS. AACPS may reject any or all proposals when determined by the Supervisor of Purchasing to be in the best interest of AACPS. Additionally, to ensure fair competition and to permit a determination of the lowest responsive proposal from a responsible offeror, AACPS may reject proposals that include omissions, alterations of form, or that are conditional or irregular in any respect, or reject non-responsible offerors that show a risk of default.

5. EXCEPTIONS

If an offeror takes any exceptions to the terms and conditions of the RFP, an offeror shall notify AACPS in writing not later than ten calendar days (Saturdays and Sundays included) before proposals are due. Failure to take exceptions within the timelines indicated shall be construed by AACPS as full acceptance of the stated terms and conditions.

6. REQUIRED DOCUMENTS

The required documents for this solicitation include an original, unaltered, executed solicitation document including any addenda issued by AACPS, completed proposal affidavit, financial statement, completed Qualifications Affidavit, and any other additional documents requested. Failure to do so may cause rejection of the proposal. Acceptable documents for compliance with the mandatory Financial Statement include the offeror's:

- 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.

7. LATE PROPOSALS

Late proposals will not be accepted. It is the sole responsibility of the offeror to ensure that their proposal is submitted on or before the date and time specified in the solicitation. Late proposals will be rejected and returned unopened or destroyed at the offeror's request.

NOTE: Proposals sent next-day delivery via USPS are delivered to the nearest post office – not the AACPS Central Office. AACPS then retrieves deliveries from the Post Office the next day. Offerors using this USPS shipment method should allow at least one extra business day for delivery to the Central Office.

8. PROPOSAL WITHDRAWAL

No proposal can be withdrawn after it is submitted to AACPS unless the offeror makes a written request to the buyer, before the proposal due date, or if the offeror provides clear and convincing evidence that a mistake has been made *and only then with the approval of the AACPS Supervisor of Purchasing.*

9. COST OF 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.

10. COOPERATIVE PURCHASING CLAUSE

In accordance with State Finance and Procurement Article, Sect. 13-110, Maryland Annotated Code, AACPS reserves the right to extend the terms of any contract resulting from this RFP to public bodies, subdivisions, school districts, community colleges, colleges, and universities including nonpublic schools. The Contractor agrees to notify AACPS of those entities that request to use any contract resulting from this RFP and provide usage information to AACPS, if requested.

Anne Arundel County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may enter into a cooperative agreement associated with the contract resulting from this RFP. All purchases and payment transactions will be made directly between the contractor and the requesting entity.

11. PROTESTS

This contract shall be subject to the provision of the Board of Education of Anne Arundel County Policies and Regulation DEC-RA.

12. REGISTRATION

Pursuant to the Corporations and Associations Article of the Annotated Code of Maryland, businesses created in a state other than Maryland may have to register or qualify with the State Department of Assessments and Taxation (SDAT) before doing business in Maryland. Offerors should contact the SDAT directly to determine their registration requirements: [http://dat.maryland.gov/businesses/Pages/Non-Maryland-\(Foreign\)-Business-Entities.aspx](http://dat.maryland.gov/businesses/Pages/Non-Maryland-(Foreign)-Business-Entities.aspx)

Offerors that are Maryland businesses must be in good standing with the State Department of Assessments and Taxation. Your business status can be verified at <https://egov.maryland.gov/BusinessExpress/EntitySearch>. Out-of-State offerors must be in good standing with their home state authority.

Offerors that fail to comply with these requirements may be rejected as not responsible.

13. COMPETITIVE SEALED PROPOSAL PROCESS

- ❖ Offerors shall submit all requirements as set forth in the RFP and as listed on the Checklist.
- ❖ Offeror questions must be submitted in writing via email to the buyer no less than ten calendar days before proposals are due. The buyer is the only person authorized to answer questions regarding this RFP. No interpretation of the meaning of the specifications or other documents will be made orally.
- ❖ Offerors who wish to mail in or drop off their proposal, shall submit one original and one hard copy, and one electronic copy of their technical proposal loaded on a flash drive. Offerors may submit

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proposals electronically.

- ❖ Letter of Transmittal – the offeror shall include a Letter of Transmittal, signed by the person authorized to legally bind the offeror to the proposal. The letter shall specifically state that the offeror shall complete all services set forth in the proposal within the proposed time limits to the satisfaction of AACPS. The letter shall be concise and need not repeat any of the detailed information set forth in the proposal.
- ❖ The AACPS buyer will initially review each proposal submission. Offerors whose technical proposals are determined to be not responsive, or offerors determined to be not responsible, shall be rejected and timely notified.
- ❖ Qualified proposals shall be evaluated by an evaluation committee in accordance with the scope of work and evaluation criteria contained herein.
- ❖ The evaluation committee, after an initial review of the proposals, may elect to conduct discussions for the purpose of ensuring the complete understanding of AACPS requirements and the offeror's technical proposal. AACPS may choose to conduct discussions with a limited number of offerors after a preliminary review of the proposals. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made during discussions. Any such written clarification or change then becomes part of the offeror's proposal.
- ❖ Upon completion of the evaluation and discussions, if any, the evaluation committee will recommend which proposal(s) is selected as the apparent awardee. The buyer ensures the recommendation is consistent with the RFP evaluation factors and will recommend award of the contract to the responsible offeror whose proposal is determined to be the most advantageous to AACPS considering the technical evaluation factors as set forth in the RFP.
- ❖ AACPS anticipates awarding to multiple offerors. The recommendations are based on the highest evaluated score(s) considering the evaluation criteria set forth in the RFP.
- ❖ The contracts awarded may be subject to approval by the Board of Education of Anne Arundel County. Upon approval of the Board, the unsuccessful offerors will be notified and be offered the opportunity to be debriefed. The debriefing will provide a summary of deficiencies in the offeror's proposal.

14. **ANTI-BRIBERY**

The Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or of the federal government.

15. **TAXES**

AACPS is exempt from federal excise taxes [52-73-0144K] and State and local sales or use taxes [3000110-2]. Offerors may not include these taxes in their proposal price. If a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the contractor pays Maryland sales tax and exemption does not apply.

16. **TOBACCO PRODUCTS**

The use of drugs, alcohol, and tobacco products is not permitted on school property. AACPS Board Policy and Regulation GAC-RA and COMAR 13A.02.04 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.

17. **IRREGULARITIES**

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AACPS reserves the right to waive any minor irregularities in the solicitations 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.

18. **SUBCONTRACTORS**

AACPS will enter into an agreement with the selected offeror only. The selected offeror shall be responsible for all services as 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. Subcontractors are subject to the provisions of this RFP to the same extent as the prime contractor.

19. **NON-HIRING OF OFFICIALS AND EMPLOYEES**

No official or employee of AACPS whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of AACPS become or be an employee of the contractor or any entity that is a subcontractor on this contract.

20. **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 obtain all the necessary supplies, materials, equipment, labor and supervision required 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.

21. CONTRACTOR SCREENING OF EMPLOYMENT APPLICANTS HAVING DIRECT CONTACT WITH MINORS

In addition to the requirements of Section 22 above, Contractors shall comply with the requirements of Section 6-113.2 of the Education Article, Maryland Annotated Code, regarding screening of applicants for employment.

22. ACCESS TO PUBLIC RECORDS

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.

23. GIFTS

In accordance with Board Policy BAF, contractors are notified that the giving or offering 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 donor/offeror is no longer a responsible offeror or vendor. Board officials and employees may not "solicit any gift, or accept any gift or series of gifts exceeding \$20 in value in a calendar year from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system, except where such gifts would not present a conflict of interest as determined by the Board Ethics Panel.

24. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at <https://procurement.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested offeror register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for proposal notification for municipalities throughout Maryland.

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

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CHECKLIST

Checklist for mandatory documents in your response, provided for your convenience. Failure to provide mandatory documents may be cause for rejection of your proposal.

TECHNICAL PROPOSAL

Return **entire, original RFP document, including title page, and amendments, if any.** One paper copy and one electronic copy provided on a flash drive is required for proposals being dropped off.

- _____ Executed solicitation documents including any AACPS addenda
- _____ Response to Technical Offer Section
- _____ Signed and Completed Qualifications Affidavit
- _____ Financial Statement(s)
- _____ Certificate of Insurance
- _____ Letter of Transmittal
- _____ Attachment A – Contract Affidavit/*Criminal Background Check*
- _____ Attachment B - Conflict of Interest Affidavit and Disclosure
- _____ Attachment C – Employment Screening Affidavit
- _____ Nepotism Policy

PRICE PROPOSAL

- _____ One original and one electronic copy of the Price Proposal Form loaded on a flash drive is required for proposals being dropped off.

Offerors shall provide the technical proposal and price proposal, and their respective electronic copy under sealed cover and appropriately marked as follows:

Technical Proposal: Company Name
RFP Title and Reference No.
Due Date:
This Package contains a **Technical Proposal**.

AND

Price Proposal: Company Name
RFP Title and Reference No.
Due Date:
This Package contains a **Price Proposal**

Section II: Qualifications Affidavit

Submitted by: Dillon's Bus Service Inc.

AACPS reserves the right to contact additional references not contained in the Affidavit. Information obtained from the references provided herein, and any additional references not listed in this Affidavit, will assist AACPS in making the determination on offeror responsibility. If AACPS, in its sole discretion, determines that an offeror's references are inadequate, AACPS reserves the right to determine an offeror is not responsible which may be cause for rejection of the proposal.

The Offeror shall have at least five years of experience in providing student transportation services of similar scope and complexity. AACPS may consider the experience of the offeror's key personnel toward the experience requirement.

1. How many years has your firm been in the business of providing similar services? ____ Years of relevant experience

2. List at least three contracts/references similar to the work described herein, which your organization has completed within the last three years. (Include company names, school district or government agency, address, and contact person and phone number).

A. Date of Substantial Completion: Ongoing

Project Description: Charter services

Address: 101 Buchanan Rd., Annapolis, MD 21402

Agency or School District: United States Naval Academy

Contact Person: Ellen Sherman

Phone Number: 410-292-3875

Company Name: United States Naval Academy

Value: \$ 100,000+

B. Date of Substantial Completion: Ongoing

Project Description: Charter services

Address: 4501 N. Charles St., Baltimore, MD

Agency or School District: Loyola University

Contact Person: Chris Archacki

Phone Number: 410-617-2718

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Company Name: Loyola University

Value: \$ 100,000+

C. Date of Substantial Completion: Ongoing

Project Description: Charter services

Address: 14201 School Ln, Upper Marlboro, MD 20772

Agency or School District: Prince George County Public Schools

Contact Person: Procurement Department

Phone Number: 301-985-1850

Company Name: Prince George County Public Schools

Value: \$ 100,000+

3. List two additional professional references not including those cited above. Provide project name, address, phone, email, and point of contact.

Project Name	Address	Phone	Email	Point of Contact
The Honor Flight	4601 North Fairfax Dr. Arlington, VA 22203	937-521-2400	bus@honorflight.org	Meredith Rosenbeck
Montgomery County Public Schools	45 West Gude Dr. Suite 3100 Rockville, MD	240-314-4700		Barbara Regalia

4. What is your Dunn and Bradstreet Rating? Not available. D&B No: 74-015-587

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

A. Full-time basis? 146

B. Part-time basis? 14

6. Has your company performed any contracts for any unit of the State of Maryland or Anne Arundel County Government over the last five years other than those listed in Section 2? (Please list names, addresses, dates, and the government employee responsible for accepting the work).

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Yes, Dillon's Bus Service currently provides charter transportation services for Anne Arundel County Public Schools. In addition, Dillon's currently operates 12 MDOT MTA Commuter Routes and the Baltimore County Circulator, "The Loop." We have provided additional details in the Attachments section of our Technical Proposal.

7. 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, termination for cause, or liquidated damages arising out of poor or non-performance? Explain.

No.

8. Has your company ever been suspended or debarred from bidding on local, school, state or federal contracts for any reason? Explain.

No.

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

No.

10. Are any officers or employees of your company also employees of Anne Arundel County Public Schools? Do any officers or employees of your company have immediate family members who are employees of Anne Arundel County Public Schools? 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 23 day of March, 2023.

Name of Organization: Dillon's Bus Service Inc.

By: 

Amanda Mende
(Print Name)

Title: Vice President & General Manager

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 qualified 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 36th largest school system in the United States, the fourth largest in the state of Maryland, and presently includes 128 schools. Anne Arundel County Public Schools is a highly diverse school district serving approximately 84,500 students.

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 types of trips for schools.

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 At all times during the term of this contract, the contractor shall maintain a satisfactory rating with the Federal Motor Carrier Safety Agency (FMCSA). Contractor's 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 losing the satisfactory rating with the Federal Motor Carrier Safety Agency (FMCSA), 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. Drug and alcohol testing documents to be submitted annually.

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

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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's drivers shall pass AACPS' fingerprint and commercial background check. The AACPS fingerprint office is open from 8 am to 4 pm 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. For more information please visit our website at <https://www.aacps.org/Page/1869>. Applicants for the fingerprint background check must identify themselves as coach bus contract drivers and include the company name. The cost of the fingerprint background check is the sole responsibility of the Contractor.

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 and "P" passenger endorsement.

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**

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- 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.
- 4.3 Motor coaches manufactured on or after 11/28/2016 must be equipped with passenger lap/shoulder seat belts.
- 4.4 Motor coaches must be designated and operated as non-smoking motor coaches.
- 4.5 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.
- 4.6 Motor coaches shall have overhead storage space and standard cargo/luggage compartments under the bus.
- 4.7 Motor coaches must be equipped with a GPS Tracking System.
- 4.8 Motor coaches shall be equipped with operable equipment and amenities, including reclining seats, heating, air-conditioning, public-address system, onboard entertainment systems with viewable screens from each seat, WIFI capabilities and must be in excellent working condition. Bus lavatory facilities must be completely functioning and clean.
- 4.9 Contractor shall install an AACPS approved high-definition mobile digital video camera system on the Coach bus. The placement of the cameras shall be designed to view the interior passenger area and must have a minimum of the following 4 views: front panning to the back, over the driver panning the stepwell area, mid-ship and rear panning to the front. Signs notifying passengers of audio and video.
- 4.10 Motor coaches provided by the Contractor shall be less than 15 years old. Proof of age must be provided upon request.
- 4.11 Motor coaches unoccupied by driver must be kept locked to protect personal property.

5. SUBCONTRACTORS

- 5.1 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.
- 5.2 Nothing contained in these contract documents shall create any contractual relation between any subcontractor and AACPS.
- 5.3 If a lift bus is required, the Contractor may subcontract a lift bus from an approved AACPS contractor.
- 5.4 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 day shall require written approval by the Director of Transportation or her designee.

6. BOOKING ORDERING PROCESS

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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 If an AACPS school or department cancels a trip with at least 30 calendar days' notice to Contractor, Contractor shall refund in full any payments made by the AACPS school or office, notwithstanding any other provision in . Contractor shall refund if the school or office cancels a trip with at least 30 calendar days' notice. Contractor shall issue the refund within 30 days after notice of cancelation.

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, the parties agree that in the event the Transportation Quotation Request Form contains any terms or conditions that conflict with the AACPS Contract, the terms and conditions 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 RESPONSIBILITIES

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 losing the satisfactory rating with the FMCSA and/or licensing with the MVA, within five days of when the violation occurred or when the Contractor became aware of the violation, whichever is earlier.

7.3 Confidentiality

Contractor shall ensure the complete confidentiality of any and all information provided by AACPS and 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 expressed written approval of the Supervisor of Purchasing.

7.4 Fort George G. Meade United States Army Installation Restricted Entry:

All contractors conducting legitimate business on behalf of Anne Arundel County Public Schools, **on the secure portion of the Fort George G. Meade United States Army Installation** (Installation), must obtain the necessary access credentials prior to attempting entry. **NO EXCEPTIONS.**

The following schools are located on the secure portion of the Installation which require the contractor to obtain the necessary access pass. Access to these schools is through the Reese Road gate inspection station.

Manor View Elementary
Pershing Hill Elementary
West Meade Early Education Center
MacArthur Middle School

Note: Meade High School, Meade Middle School and Meade Heights Elementary are not located on the secure portion of the Installation and may be visited without an access pass and do not require entry through the Reese Road gate inspection station.

The contractor will need to submit to a background check conducted by the Installation to obtain the needed access pass. To begin this process, contact AACPS, Office of Investigations, Debbie Jones, at dajones2@aacps.org and request a Fort George G. Meade Installation Access Request form (Form 191). If there are any questions call (410) 222-5287. Once the access form is completed and approved by AACPS you will then need to present it, along with the required identification documentation, to the Installation's Demps Visitor Control Center at:

Demps Visitor Control Center
902 Reece Road
7:30 a.m. to 4:00 p.m., Monday through Friday
(301) 677-1064 or (301) 677-1065

Contractor personnel must submit a Form 191 and present two forms of identification in original form and shall be neither expired nor cancelled in order to obtain access (or when necessary, an ID badge):

- 1) A State-issued identification card (e.g., driver's license) with picture and Real ID Act 2005 compliant;
- 2) Original social security card (photocopy not acceptable); and
- 3) Original birth certificate or passport as proof of citizenship. Contractor personnel who are not U.S. citizens will be required to provide immigration documentation.

Go to the following link for further information on access requirements:
<https://home.army.mil/meade/index.php/about/visitor-information>

Contractors are responsible for ensuring their employees, subcontractors, and agents have the necessary credentials to access the Installation.

8. **AMINISTRATIVE 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 to Supervisor of Transportation annually, or upon request, a report which includes, at a minimum, trip dates, destinations, schools serviced, and price of trip.

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

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.

9. 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 for school holidays and other school closings.

10. AACPS CONTRACT ADMINISTER

Anne Arundel County Public Schools
Attention: Supervisor of Transportation
410-923-7870

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

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:

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- (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. DURATION OF CONTRACT

The Contracts shall remain in force and effect for a period of three years through June 30, 2026, with three one-year renewal options exercised at the sole discretion of AACPS.

13. 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 the following coverages and limits. The Contractor shall require similar coverage from any of its subcontractors.

13.1 Commercial General Liability

With coverage of at least \$1,000,000 per occurrence, \$3,000,000 aggregate 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.

13.2 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 Insurance with limits of at least \$500,000 each accident/\$500,000 each employee disease/\$500,000 disease policy limit.

Sole proprietors and partners exempt from statutory workers' compensation with no employees or subcontracts must refer to the Special Conditions as respects this requirement.

13.3 Business Auto Liability Insurance:

At least \$5,000,000 combined single limit any one accident to include owned, non-owned, and hired vehicles.

13.4 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.

13.5 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.

13.6 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.

14. 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

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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%
Malfunctioning onboard entertainment system (per bus)	5%
Bus missing Wi-Fi access through no fault of contractor (unavailable areas) (per bus)	5%
Bus restroom not operational (per bus)	50%
Bus missing disability requirements (per bus)	50%
Bus undersized (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%
Failure to have a working camera or video equipment on the bus.	\$250 per incident

15. 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 AACPS Parties, including its Board of Education, administrators, executives, employees or volunteers, 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 and such insurance shall waive any right of subrogation by endorsement or otherwise.

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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 85% of the total score. Price Criteria shall be weighted at 15% and shall be evaluated by the Purchasing Office after the evaluation committee has completed its technical evaluation. Award(s) are made to the offeror(s) receiving the highest total score combining technical (85%) and price (15%). AACPS contemplates awarding multiple contracts.

CRITERIA

Offeror's Qualifications and Capabilities
Past Performance/References
Key Personnel
Capacity and Inventory of Buses

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. COMPLIANCE WITH LAWS

The Contractor hereby affirms:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract

2. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for five (5) 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 the Supervisor of Purchasing's designee, at all reasonable times.

3. TERMINATION

3.1 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.

3.2 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.

3.3 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

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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.

4. MARYLAND LAW PREVAILS

The law of Maryland shall govern the interpretation and enforcement of this Contract.

5. ASSIGNMENT

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

6. PAYMENT

Subject to the performance of the work and its acceptance by the AACPS, contractor may invoice the AACPS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally proposed on the PRICE PROPOSAL WORK SHEET, found in Section V attached hereto and made a part hereof. In the event that contractor is not in default of any of the contract terms and conditions, then AACPS shall cause said 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.

6.1 Payments by EFT

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer, unless the AACPS Supervisor of Purchasing grants an exemption. Unless previously registered, the selected offeror shall register using the form titled, *Electronic Funds Transfer Request Authorization*, available at:

<https://www.aacps.org/cms/lib/MD02215556/Centricity/Domain/276/AACPS%20EFT%20Request%20form%20-%20fillable.pdf>. The original. Completed EFT form should be sent to the Buyer.

6.2 Payments by Procurement Card

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 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 may not charge AACPS for any fees related to the use of the procurement card above their proposal prices.***

7. 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,

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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.

8. 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 designee.

9. 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 proposal for an AACPS contract.

10. HIRING OF AACPS EMPLOYEES

The 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 <https://aacpsschools.org/boardpolicies/wp-content/uploads/bsk-pdf-manager/2020/12/FINAL-BAF-Ethics-and-Conflict-of-Interest-2019.pdf>

11. 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.

12. REGULATIONS

The policies and 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.

13. 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.

14. NONDISCRIMINATION CLAUSE

The Board of Education of Anne Arundel County prohibits discrimination and ensures equal employment opportunities for all individuals without regard to actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

Further, contractor agrees not to discriminate in any manner against an employee or applicant for employment on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

15. MODIFICATIONS AND AMENDMENTS

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

16. 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, pandemics, 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

Offerors shall submit one original and one paper copy and one electronic copy of their technical proposal for proposals being dropped off. The electronic copy shall be submitted on a flash drive. When submitting a technical proposal, the following minimum information must be provided for proper review by the evaluation 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 complete in every way 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 requirements of the RFP.

The Technical Proposal shall include the following documents and information in the order specified. Each section of the Technical Proposal must be separated by a TAB 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 should follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

A complete, unaltered, signed RFP including 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.

Offerors shall provide a list of all available equipment, to include current mileage, age and capacity of bus.

Offeror shall submit evidence of a current satisfactory rating with the Federal Motor Carrier Safety Agency, 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

Certificate of Insurance

- **Contract Affidavit (Attachment A)**
- **Conflict of Interest Affidavit and Disclosure (Attachment B)**
- **Employment Screening (Attachment C)**
- **Nepotism Policy**

2. FORMAT OF PRICE PROPOSAL

Complete and submit the Price Proposal under separate sealed cover from the Technical Proposal. The Price Proposal shall contain all price information in the format specified in Section VII. The Offeror shall complete the Price Proposal Form only as provided in the Price Proposal Instructions and the Price 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 may 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, 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.

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**Exhibit 1
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:	

23SC-208 Prequalification of Coach Bus Contractors

**Exhibit 2
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:
Terms of Payment:		
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

REQUEST FOR PROPOSALS

RFP #23SC-208: Prequalification of Coach Bus Contractors

Technical Proposal Package

March 27, 2023

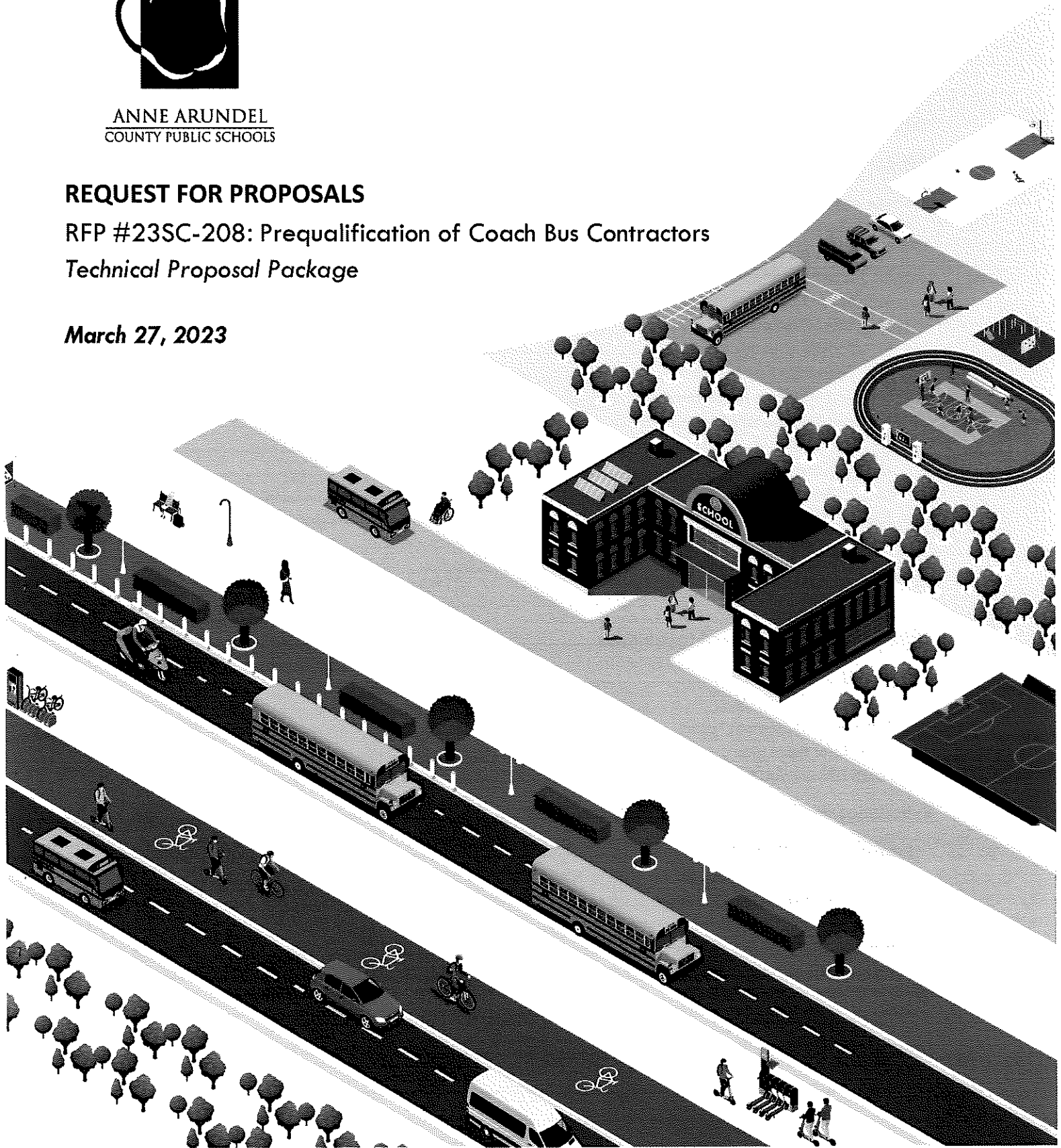


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OFFEROR TECHNICAL RESPONSE TO RFP REQUIREMENTS

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.

Scope of Work

1. Background

Coach USA understands that Anne Arundel County Public Schools (AACPS) is soliciting Proposals to prequalify motor coach contractors with qualified personnel and equipment to provide safe, reliable and efficient transportation services to students for trips as part of educational and extracurricular programs.

AACPS is the 36th largest school system in the United States, the fourth largest in the state of Maryland, and presently includes 128 schools. Anne Arundel County Public Schools is a highly diverse school district serving approximately 84,500 students.

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 types of trips for schools.

Coach USA has provided these services to AACPS for the last 20 years and we look forward to continuing providing safe, reliable, efficient transportation services to AACPS and your students.

2. Scope of Services

Coach USA understands that 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. We have provided our completed Price Proposal, separately submitted with this Technical Proposal.

We have reviewed the requirements in the AACPS RFP. We will continue furnishing all materials, supervision, labor, equipment and other facilities as necessary, and properly provide services in accordance with the specifications in this RFP.

Coach USA Operating Facilities

Coach USA maintains two (2) permanent places of business in Maryland. Our main terminal facility is located at **7479 New Ridge Road, Hanover, Maryland**. We also operate a full-service facility **2320 Beaver Road, Landover, Maryland**. We currently maintain all appropriate and applicable licenses, and comply with all federal, state and local laws and ordinances necessary to perform this work.

FMCSA and USDOT

As with each of our operating locations, Coach USA is subject to periodic Federal Motor Carrier Safety Administration audits. We have included a copy of our most recent audit report, dated August 27, 2021. We received a Satisfactory rating; Dillon's Bus Service has never failed an FMCSA audit.

Our entire staff of motor coach operators are 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. Coach USA conducts periodic motor vehicle records (MVR) checks on all of our staff drivers. If, for some reason, one of our drivers no longer meets our strict licensing standards, they are immediately suspended from assignment or are terminated.

In the unlikely event that Coach USA finds any conditions or driving violations that could result in losing the satisfactory rating with the Federal Motor Carrier Safety Agency (FMCSA), we will notify AACPS within five days of when the violation occurred or when the contractor became aware of the violation, whichever is earlier.

Coach USA has interstate operating authority issued by the FMCSA. We have provided our Federal Motor Carrier and USDOT numbers in the Transmittal Letter of this Technical Proposal, as well as our FMCSA Certificate of Operating Authority, which can be found the **Attachments** section of this Technical Proposal.

Drug & Alcohol Testing Policy

Coach USA has a driver drug/alcohol testing program that complies with FMCSA regulations. We have included a copy of our Drug & Alcohol Testing Policy in the **Attachments** section of this Technical Proposal. We will continue to submit drug and alcohol testing documents to be submitted annually.

Americans with Disabilities Act (ADA) Compliance

Each of the vehicles in the Coach USA fleet that will be used to carry out this service is ADA-compliant, including wheelchair lifts and tie-down spaces. In addition, each of motor coach operators complete ADA training. Although 48-hour notice is not necessary, we will provide accessible motor coach service to passengers with disabilities when provided with 48-hour notice of the need for accessible service.

FMCSA Safety Inspections

As mentioned above, Coach USA will continue to 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. We have included a copy of our most recent FMCSA safety audit report in the **Attachments** section of this Proposal.

Fleet Vehicles

Coach USA not use vans for transporting any students. We have included a full list of the available fleet in the **Attachments** section of this Technical Proposal.

Americans with Disabilities Act (ADA) Compliance

As with each of our operating locations, Coach USA will continue to comply with the Americans with Disabilities Act (ADA).

3. Driver Qualifications

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

Each of the Coach USA drivers will pass AACPS' fingerprint and commercial background check. We understand that the cost of the fingerprint background check is the sole responsibility of Coach USA.

Coach USA drivers go through a rigorous screening process and we will adhere to all requirements outlined in the AACPS RFP. Our drivers will meet all licensing requirements of Maryland and/or any other applicable state's Motor Vehicle Administration.

Coach USA drivers will 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. In addition, all drivers will meet all federal and state Commercial Driver's License (CDL) requirements and "P" passenger endorsement. We have included a copy of the Coach USA Safety Program in the **Attachments** section of this Proposal.

Coach USA and our drivers will take every precaution to ensure the safety of passengers and we understand that the use of tobacco, 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. We will prohibit any employee found in violation from performing services under its agreement with AACPS.

Coach USA will comply with the FMCSA driving limitations as established by federal regulations. All drivers shall comply with applicable hours of service requirements. Of course, all drivers will abide by all policies and procedures established by AACPS at all times.

4. Motor Coach Qualifications

All motor coaches provided by Coach USA for transportation services will continue to comply with all USDOT, MVA, COMAR, and AACPS requirements. We will maintain all motor coaches in a clean, safe and acceptable condition. AACPS reserves the right to make periodic inspections of buses. We have included our Vehicle Maintenance Plan in the **Attachments** section of this Proposal.

The motor coaches assigned to this service will meet the qualifications outlined in the AACPS solicitation, included on the table below:

Requirement	Coach USA Motor Coach Specification
Motor coaches manufactured on or after 11/28/2016 must be equipped with passenger lap/shoulder seat belts.	All Coach USA motor coaches assigned to this service will be equipped with passenger seatbelts.
Motor coaches must be designated and operated as non-smoking motor coaches.	Smoking is prohibited on all Coach USA motor coaches.
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.	All Coach USA motor coaches are equipped with the Saucon Telemetry Delivery System (TDS), which services as a two-way communication device to relay any messages to and from the terminal facility while the vehicle is on the road.

Requirement	Coach USA Motor Coach Specification
Motor coaches shall have overhead storage space and standard cargo/luggage compartments under the bus.	All Coach USA motor coaches have storage compartments under the passenger compartment, as well as overhead storage space inside the cabin.
Motor coaches must be equipped with a GPS Tracking System.	All Coach USA motor coaches are equipped with several safety technologies that serve as GPS tracking systems.
Motor coaches shall be equipped with operable equipment and amenities, including reclining seats, heating, air conditioning, public address system, onboard entertainment systems with viewable screens from each seat, WIFI capabilities and must be in excellent working condition. Bus lavatory facilities must be completely functioning and clean.	All Coach USA motor coaches are equipped with reclining seats, heating, air conditioning, public address system, onboard entertainment systems with viewable screens from each seat, WIFI capabilities, and onboard lavatories. Our drivers ensure that each of these amenities are clean and operational, as part of the pre-trip inspection process.
Contractor shall install an AACPS approved high-definition mobile digital video camera system on the Coach bus. The placement of the cameras shall be designed to view the interior passenger area and must have a minimum of the following 4 views: front panning to the back, over the driver panning the stepwell area, mid-ship and rear panning to the front. Signs notifying passengers of audio and video.	The Coach USA buses assigned to the AACPS service are equipped with Samsara, that monitors the interior and exterior of the buses while in operation.
Motor coaches provided by the Contractor shall be less than 15 years old. Proof of age must be provided upon request.	All the Coach USA motor coaches assigned to this service will be 15 years of age or newer. We will be happy to provide proof to AACPS upon request.
Motor coaches unoccupied by driver must be kept locked to protect personal property.	When unoccupied, all Coach USA motor coaches will be kept locked.

5. Subcontractors

Coach USA does not intend to use any subcontractors to provide the AACPS charter transportation services. In the unlikely event that we need to use a subcontractor, we will comply to the requirements in the AACPS solicitation.

If a Coach USA 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.

We understand that nothing contained in the AACPS solicitation or contract documents will create any contractual relation between any subcontractor and AACPS.

If a lift bus is required, Coach USA may subcontract a lift bus from an approved AACPS contractor.

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

6. Booking Ordering Process

Quote Process

Coach USA understands that AACPS schools and/or departments will request a bus trip quote using the Transportation Quotation Request Form. We also understand that AACPS schools and departments may obtain a minimum of three (3) transportation quotes from all awarded contractors.

Coach USA will provide the requested quote within two (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.

Coach USA will not impose any minimum fees or surcharges of any kind.

We understand that, in order to maintain qualification status, Coach USA will respond to every request for quote. If we are unable to provide a quote, we will submit a "no quote" response and include a reason. We understand that contractors that do not respond to requests for quotes on more than two occasions may be subject to termination or non-renewal.

Cancellation

If an AACPS school or department cancels a trip with at least 30 calendar days' notice to Coach USA, we will refund in full any payments made by the AACPS school or office, notwithstanding any other provision. We will issue the refund within 30 days after notice of cancellation.

Charter Trips

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

We understand that 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.

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

Coach USA agrees and will continue 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.

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, the parties agree that in the event the Transportation Quotation Request Form contains any terms or conditions that conflict with the AACPS Contract, the terms and conditions in the agreed upon contract with AACPS shall take precedence:

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.

7. Contractor Responsibilities

Coach USA understands our responsibilities as an AACPS contractor as outlined in the RFP, listed below:

- Coach USA will investigate any employee's performance issues or concerns and take appropriate action upon the request of AACPS.
- Coach USA will report to AACPS any conditions or driving violations that could result in losing the satisfactory rating with the FMCSA and/or licensing with the MVA, within five days of when the violation occurred or when the Contractor became aware of the violation, whichever is earlier.
- Coach USA will ensure the complete confidentiality of any and all information provided by AACPS and gathered and developed by Coach USA in the performance of this Contract. The material gathered, used and developed shall not be provided to any other party without the expressed written approval of the Supervisor of Purchasing.

Fort George G. Meade United States Army Installation Restricted Entry

Coach USA understands that all contractors conducting legitimate business on behalf of Anne Arundel County Public Schools, on the secure portion of the Fort George G. Meade United States Army Installation (Installation), must obtain the necessary access credentials prior to attempting entry, without exception.

The following schools are located on the secure portion of the Installation which require the contractor to obtain the necessary access pass. Access to these schools is through the Reese Road gate inspection station.

- Manor View Elementary
- Pershing Hill Elementary
- West Meade Early Education Center
- MacArthur Middle School

We have noted that Meade High School, Meade Middle School and Meade Heights Elementary are not located on the secure portion of the Installation and may be visited without an access pass and do not require entry through the Reese Road gate inspection station.

We understand that our drivers will need to submit to a background check conducted by the Installation to obtain the needed access pass. We will be responsible for ensuring that our employees, subcontractors, and agents have the necessary credentials to access the Installation.

8. Administrative Requirements

Coach USA will:

- Forward an invoice to the requesting school or department within 30 days of the date the services were performed.
- Submit a to Supervisor of Transportation annually, or upon request, a report which includes, at a minimum, trip dates, destinations, schools serviced, and price of trip.
- Submit a copy of its renewed Motor Carrier Safety Review (MCSR) prior to the expiration date of its current certificate.
- Submit proof of current compliance to the Supervisor of Transportation by July 31 of each year.

9. AACPS Responsibilities

We understand that AACPS will provide general oversight and guidance related to services provided under the terms of this contract. If necessary, we understand that 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 for school holidays and other school closings.

10. AACPS Contract Administer

Coach USA understands that the following party is responsible for the administration of the AACPS Contract:

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

11. Inspection of Services

Coach USA will 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.

We understand that 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.

Coach USA understands the following:

- 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 Coach USA or our subcontractors from any requirements of the contract.
- 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.
- 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 Coach USA to perform the services again in conformity with contract requirements. We understand that AACPS may:

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

If Coach USA fails to cure any defect or ensure future performance in conformity with contract requirements, we understand that AACPS may:

- 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
- Terminate the contract for default.

12. Duration of Contract

Coach USA understands that a contract with AACPS resulting from this solicitation will remain in force and effect for a period of three years through June 30, 2026 with three one-year renewal options exercised at the sole discretion of AACPS.

13. Insurance Requirements

Coach USA will meet all the insurance requirements outlined in the AACPS solicitation. We have included a copy of our Certificate of Insurance in the **Certificate of Insurance** section of our Technical Proposal.

14. Liquidated Damages

Coach USA acknowledges the liquidated damages outlined in the AACPS RFP, included in the table below:

Issue	Percentage of Total Trip Price per Motor Coach as Liquidated Damages
Unsanitary Bus arrival (includes restroom)	5%
Malfunctioning onboard entertainment system (per bus)	5%
Bus missing Wi-Fi access through no fault of contractor (unavailable areas) (per bus)	5%
Bus restroom not operational (per bus)	50%
Bus missing disability requirements (per bus)	50%
Bus undersized (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 nonemergency situation without prior approval (per bus)	50%
Failure to have a working camera or video equipment on the bus.	\$250 per incident

15. Waiver of Subrogation

To the fullest extent permitted by law, Coach USA and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the AACPS Parties, including its Board of Education, administrators, executives, employees or volunteers, 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. Coach USA will advise its insurers of the forgoing and such insurance shall waive any right of subrogation by endorsement or otherwise.

Coach USA Facilities

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

Dillon's Bus Service will continue to provide these transportation services for AACPS out of our two facilities, including our main terminal facility at **7479 New Ridge Road, Hanover, Maryland** and our support facility, located at **2320 Beaver Road, Landover, Maryland**. Both of these facilities are under long-term leases; we will be happy to provide copies of our lease to AACPS upon request.

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.

As with each of our client operations, Dillon's Bus Service will continue to comply with all federal, state, and local laws and ordinances. We have provided a copy of our Federal Operating Authority, Certificate of Public Convenience and Necessity, and Interstate Commerce Commission Permit in the **Attachments** section of this Technical Proposal.

Offerors shall provide a list of all available equipment, to include current mileage, age and capacity of bus.

We have included a list of the fleet vehicles at Dillon's Bus Service that meet the AACPS requirements in the **Attachments** section of this Technical Proposal.

Offeror shall submit evidence of a current satisfactory rating with the Federal Motor Carrier Safety Agency, 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.

We have included a copy of the most recent Federal Motor Carrier Safety Administration (FMCSA) facility and vehicle audit, dated August 27, 2021, in the **Attachments** section of this Technical Proposal.

OFFERORS QUALIFICAITONS AND CAPABILITIES

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

We have included a completed copy of the Qualification/Experience Affidavit in the **Qualifications Affidavit** section of this Technical Proposal.

Required Qualifications

The Offeror shall describe how its organization can meet the requirements of this RFP

Coach USA is a current provider of transportation services for AACPS and has more than a century of experience providing transportation services in Maryland and the surrounding region. We have included details on our experience and how our Coach USA can meet the RFP requirements throughout this section of our Technical Proposal.

Clients & Customers

The number of clients/customers and geographic locations that the Offeror currently serves;

Local Commuter Operations – Dillon's Bus Service

Dillon's Bus Service Inc. was founded in 1918 as a charter transportation services company. Over the past 100 years, the operation has evolved and now provides various passenger transportation services, including fixed-route and scheduled service for the Maryland Transit Administration (MTA) throughout the Baltimore and Washington DC region since 1985. Dillon's Bus Service operates both commuter bus and charter service throughout the United States and Canada.

National Operations – Coach USA

Coach USA is one of the leading providers of passenger ground transportation services in North America, with operations in 27 locations throughout the United States and Canada and a fleet of over 2,250 vehicles.

Coach USA's affiliates have been in business for over 100 years and are trusted business partners providing many types of specialized passenger ground transportations solutions to Airports, Government Agencies, Colleges and Universities and major Corporations. We partner with the various stakeholders within the communities where we operate and we understand our role to not only provide transportation services, but to also promote and generate wider economic growth through job creation and improved access to safe, reliable, and affordable transportation.

In addition to our shuttle and fixed-route operations, Coach USA operates local and inter-city bus services through its megabus.com brand. Megabus.com links more than 80 cities across North American. Coach USA operates over 120 million miles each year, with over 3,000 employees across North America.

Coach USA operates mainly through our Coach USA brand covering various states with locations across the country. Our experience, coupled with the vast resources of our parent company, makes Coach USA well positioned to deliver consistently great service to AACPS Students and Staff.

Proposed Management Team

The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract

Corporate Management Support

The local management team will continue to be supported by the entire corporate Coach USA Management team. Specific management members that will be involved with supervising this service are listed below, along with their job titles:

Derrick Kazimierski	<i>Vice President, Operations, Southeast Region</i>
Dominic Manuele	<i>Vice President, Maintenance and Engineering</i>
Jason Louis	<i>Vice President, Safety</i>
Tracey Roberts	<i>Senior Vice President, Human Resources</i>
Bruce Roberts	<i>Senior Vice President, Business Development</i>

Billing Error Resolution

The Offeror's process for resolving billing errors

As with each of our client customers, Coach USA will maintain an open line of communication with AACPS representatives. We will reference the GPS tracking system and compare to the quoted rate and reconcile accordingly.

Coach USA and AACPS

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

Coach USA has been providing charter services to AACPS for more than two decades. We are proud to continue our partnership, ensuring the safety of the AACPS students and staff and providing services that exceed the AACPS expectations.

EXPERIENCE AND QUALIFICATIONS OF PROPOSED STAFF

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

None of the policies and programs in place for AACPS matter without the right management team to implement them. Coach USA is proud to propose the following management team for the AACPS service.

Proposed Local Management Team

Amanda Mende, Vice President and General Manager

Amanda Mende, Vice President and General Manager, has been serving Dillon's Bus Service for 15 years and was recently promoted to her current position in January of 2022. In her previous role, Amanda served as the Assistant to the General Manager and has been ensuring that we provide world-class customer service for the several contract routes while fulfilling our contractual obligations. Amanda's management style focuses on ensuring collaboration between all departments within Dillon's Bus Service, maintaining an efficient operation for our clients and the customers we serve together.

Derrick Kazimierski, Vice President, Southeast Operations

Derrick Kazimierski, Vice President, Southeast Operations for Coach USA, has the oversight responsibility to make sure we fulfill all of our contractual obligations. With more than ten years of management experience with Coach USA, Derrick has a thorough understanding of the timetables and traffic patterns of our charter customers. Derrick will be focused on ensuring the success of AACPS.

Benjamin Rainey, Director of Operations

Ben Rainey, Route and Operations Manager, has served Dillon's Bus Service and Coach USA in this role since 2010. Ben has experience with all of the current contract routes, as well as many other school districts, and college and university customers. He also understands the other responsibilities that are necessary to properly administer the current contract and will ensure the continued satisfaction of AACPS in a new contract.

Kimberly Nutter, Safety Director

Kimberly Nutter, Safety Director, has served Dillon's Bus Service and Coach USA for more than two decades. Kimberly ensures that the entire operation maintains compliance with the Federal Motor Carrier Safety Administration (FMCSA) and leads the training and safety efforts for all location operations. She has implemented several new safety policies that have led to best-in-class safety practices, resulting in top safety audit scores.

Branden Sutton, Maintenance Director

Branden Sutton, Maintenance Director, joined Dillon's Bus Service and Coach USA in 2010, starting as a Class A Technician. He was promoted to Shop Foreman/ Supervisor in 2015 and was recently appointed to the Maintenance Director position. He oversees and supervises all work for the maintenance crew, assigns projects, coordinates progress, manages all aspects of workforce development including the disciplinary process. He hires and trains new maintenance department technicians and acts as a leader and mentor.

Coach USA Staffing Levels

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).

Coach USA does not intend to use subcontractors to carry out these services for AACPS. We have a staff of more than 95 drivers available for this service and we will continue to recruit, hire, and retain our drivers to ensure that we will have adequate staff to continue providing charter transportation for AACPS.

QUALIFICATIONS AFFIDAVIT

We have included our signed and completed Qualifications Affidavit in this section of our Technical Proposal.

ATTACHMENTS

ATTACHMENT 1

FMCSA Operating Authority
FMCSA Safety Audit, Dated August 27, 2021

ATTACHMENT 2

State of Maryland Contract Information

ATTACHMENT 3

Fleet List

ATTACHMENT 4

Drug & Alcohol Policy

ATTACHMENT 5

Coach USA Vehicle Maintenance Program

ATTACHMENT 6

Coach USA Safety Program



ATTACHMENT 1



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

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

C-15.1
PASS.

SERVICE DATE
MAY 3, 1973

NO. MC 108531 SUB 14

BLUE BIRD COACH LINES, INC.,
(502-504 N. BARRY ST.,)
OLEAN, NEW YORK 14760

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 3rd day of
May, 1973.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

AND IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

IRREGULAR ROUTES:

Passengers and their baggage, in the same vehicle with passengers, in special operations, in round trip sightseeing and pleasure tours,

NO. MC 108531 SUB 14, SHEET NO. 2

Beginning and ending at points in Erie County, Pa.,
and extending to points in the United States (except
Alaska and Hawaii).

By the Commission, division 1.

(SEAL)

ROBERT L. OSWALD,
Secretary

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY C-15.1

NO. MC 108531 SUB 3* SERVICE DATE
OCTOBER 30, 1967

BLUE BIRD COACH LINES, INC.,
CLEAN, NEW YORK

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 30th day of
October, A. D. 1967.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

REGULAR ROUTES:

Passengers and their baggage, and express and newspapers,
in the same vehicle with passengers,

Between Port Allegany, Pa., and Buffalo, N. Y., serving
all intermediate points:

From Port Allegany over Pennsylvania Highway 155 to junction Pennsylvania Highway 446, near Larabee, Pa., thence over Pennsylvania Highway 446 to the Pennsylvania-New York State line, thence over New York Highway 305 (formerly portion New York Highway 16) to junction New York Highway 17 (formerly portion New York Highway 16) near Portville, N. Y., thence over New York Highway 17 to Olean, N. Y.; thence over New York Highway 16 to York-shire, N. Y., thence over New York Highway 39 to Arcade, N. Y., thence return over New York Highway 39 to York-shire, thence over New York Highway 16 via East Aurora, N. Y., to junction Transit Road, thence over Transit Road to junction Bullis Road, thence over Bullis Road to junction Lein Road, thence over Lein Road to junction Seneca Creek Road, thence over Seneca Creek Road to junction New York Highway 18B, thence over New York Highway 18B to Gardenville, N. Y., (also from East Aurora, N. Y., over unnumbered highway (formerly New York Highway 78A) to junction New York Highway 354, thence over New York Highway 354 to Gardenville, N. Y.), and thence over New York 354 to Buffalo, and return over the same routes.

Between Salamanca, N. Y., and Bradford, Pa., serving all intermediate points:

From Salamanca over New York Highway 17 to junction U. S. Highway 219 at a point approximately one mile east of Carrolton, N. Y., and thence over U. S. Highway 219 to Bradford, and return over the same route.

Between Olean, N. Y., and junction U. S. Highway 219 and New York Highway 17 at a point approximately one mile east of Carrolton, N. Y., serving all intermediate points:

From Olean over New York Highway 17 to junction U. S. Highway 219, and return over the same route.

AND IT IS FURTHER ORDERED, That this certificate shall supersede Certificate No. MC 108531 Sub 3, issued August 17, 1962, and that said certificate be, and it is hereby, canceled.

By the Commission, division 1.

(SEAL)

H. NEIL GARSON,
Secretary

*This certificate embraces the operating rights in the certificate superseded and canceled in the last ordering paragraph above, and is issued to show the current highway designations.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

C-15.1-R
Pass.

NO. MC 108531 SUB 10*

BLUE BIRD COACH LINES, INC.,
(502-504 N. BARRY STREET,)
OLEAN, NEW YORK 14760

SERVICE DATE
APRIL 21, 1972

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 21st day of
April, 1972.

AFTER DUE INVESTIGATION, It appearing that the above-
named carrier has complied with all applicable provisions
of the Interstate Commerce Act, and the requirements, rules,
and regulations prescribed thereunder, and, therefore, is
entitled to receive authority from this Commission to engage
in transportation in interstate or foreign commerce as a
motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is
hereby, granted this Certificate of Public Convenience and
Necessity as evidence of the authority of the holder to
engage in transportation in interstate or foreign commerce
as a common carrier by motor vehicle; subject, however, to
such terms, conditions, and limitations as are now, or may
hereafter be, attached to the exercise of the privileges
herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this
certificate that the holder thereof shall render reasonably
continuous and adequate service to the public in pursuance
of the authority herein granted, and that failure so to do
shall constitute sufficient grounds for suspension, change,
or revocation of this certificate.

IT IS FURTHER ORDERED, That the transportation service
to be performed by the said carrier in interstate or foreign
commerce shall be as specified below:

REGULAR ROUTES:

Passengers, and their baggage, express, and newspapers, in the
same vehicle with passengers,

Between Olean, N. Y., and Portville, N. Y., serving all inter-
mediate points:

From Olean over New York Highway 17 to Portville, and return
over the same route.

RESTRICTION: The operations authorized herein are subject to the following conditions:

Said operations are restricted against the transportation of any passenger or passengers whose transportation involves movement between Buffalo, N. Y., on the one hand, and, on the other, Corning, N. Y., and points beyond.

Said operations are restricted against the transportation of any passenger or passengers whose transportation involves movement between Buffalo, N. Y., on the one hand, and, on the other, Wellsville, N. Y.

Said operations are restricted against the transportation of any passenger or passengers whose transportation involves movement between Portville and Corning, N. Y., and points intermediate thereto, on the one hand, and, on the other, New York, N. Y.

The above-described authority to transport passengers was issued pursuant to an application filed on or before January 1, 1967, and therefore incidental charter operations in interstate or foreign commerce may be conducted under rules and regulations prescribed by the Commission pursuant to section 208(c) of the Interstate Commerce Act, as amended November 10, 1966.

AND IT IS FURTHER ORDERED, That this certificate shall supersede Certificate No. MC 108531 Sub 10, issued May 16, 1968, with respect to that portion of the operating rights remaining after purchase pursuant to MC-F 10926 (as corrected), to (No. MC 133403 Sub 2,) and that said certificate be, and it is hereby, canceled to that extent.

By the Commission, division 1.

ROBERT L. OSWALD
Secretary

(SEAL)

*This certificate embraces the operating rights in the certificate superseded and canceled to the extent noted in the last ordering paragraph above.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY C-15.1

NO. MC 108531 SUB 12 SERVICE DATE
AUGUST 4, 1969

BLUE BIRD COACH LINES, INC.,
OLEAN, NEW YORK

**At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 4th day of
August, A. D. 1969.**

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

AND IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

IRREGULAR ROUTES:

Passengers and their baggage, in special operations, in round trip sightseeing and pleasure tours,

Beginning and ending at points in Erie and Niagara Counties, N. Y., and extending to points in the United States, except Alaska and Hawaii.

RESTRICTION: Service authorized herein is subject to the right of the Commission, which is hereby expressly reserved, to impose, after final determination of the proceeding in Ex Parte No. MC-29 (Sub-No. 1), Passenger Transportation in Special Operations, such terms and conditions, if any, as may be deemed necessary to insure that the operations performed by carrier are limited to bona fide special operations, in round trip sightseeing and pleasure tours.

By the Commission, division 1.

(SEAL)

H. NEIL GARSON,
Secretary

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.

INTERSTATE COMMERCE COMMISSION

JUN 19 1995

CERTIFICATE

No. MC-108531 Sub 29

BLUE BIRD COACH LINES, INC.
OLEAN, NY

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

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1312). The carrier shall also render reasonably continuous and adequate service to the public. 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 common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

VERNON A. WILLIAMS
Secretary

(SEAL)

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

NOTE: The carrier is authorized to provide regular-route transportation in intrastate commerce and also must comply with requirements at 49 USC 10922(c)(2)(E).

CONDITION: The carrier is authorized to provide intrastate transportation service on a route under this certificate only if the carrier provides regularly scheduled interstate transportation service on the route.

To operate as a common carrier, by motor vehicle, in interstate, intrastate or foreign commerce, transporting:

OVER REGULAR ROUTES:

Passengers: (1) between Cleveland, OH, and Atlanta, GA: from Cleveland over Interstate Hwy 71 to Cincinnati, OH, then over Interstate Hwy 75 to Atlanta, and return over the same route; (2) between Cleveland, OH, and junction Interstate Hwy 71 and OH Hwy 82: from Cleveland over U.S. Hwy 42 to Strongsville, OH, then over OH Hwy 82 to junction Interstate Hwy 71, and return over the same route; (3) between Cincinnati, OH, and junction Interstate Hwy 71 and Cross County Highway: from Cincinnati over Interstate Hwy 75 to junction Cross County Highway, then over Cross County Highway to junction Interstate Hwy 71, and return over the same route; (4) between Cleveland, OH, and Albany, NY, over Interstate Hwy 90; (5) between Erie, PA, and junction Interstate Hwy 90 and U.S. Hwy 19, over U.S. Hwy 19; (6) between Fredonia, NY, and Interchange No. 59 of the New York State Thruway (Interstate Hwy 90), over NY Hwy 60; (7) between Buffalo, NY, and junction Interstate Hwy 90 and Interstate Hwy 190, over Interstate Hwy 190; (8) between Batavia, NY, and Interchange No. 48 of the New York State Thruway (Interstate Hwy 90), over NY Hwy 98; (9) between junction Interstate Hwy 90 and Interstate Hwy 490, at or near Le Roy, NY, and junction Interstate Hwy 90 and Interstate Hwy 490, at or near Victor, NY, over Interstate Hwy 490; (10) between junction Interstate Hwy 90 and Interstate Hwy 690, west of Syracuse, NY, and junction Interstate Hwy 90 and Interstate Hwy 481, east of Syracuse, NY: from junction Interstate Hwy 90 and Interstate Hwy 690 over Interstate Hwy 690 to junction Interstate Hwy 481, at or near East Syracuse, NY, then over Interstate Hwy 481 to junction Interstate Hwy 90, and return over the same route; (11) between junction Interstate Hwy 90 and Interstate Hwy 890, west of Schenectady, NY, and junction Interstate Hwy 90 and Interstate Hwy 890, south of Schenectady, NY, over Interstate Hwy 890; (12) between junction Interstate Hwy 90 and Interstate Hwy 88, at or near Rotterdam, NY, and Wilkes-Barre, PA: from junction Interstate Hwy 90 and Interstate Hwy 88 over Interstate Hwy 88 to Binghamton, NY, then over Interstate Hwy 81 to junction PA Hwy 115, east of Wilkes-Barre, then over PA Hwy 115 to Wilkes-Barre, and return over the same route; (13) between Binghamton, NY, and junction Interstate Hwy 81 and NY Hwy 434, east of Binghamton, NY, over NY Hwy 434; (14) between Philadelphia, PA, and Columbus, OH: from Philadelphia over Interstate Hwy 76 to junction Interstate Hwy 376, at or near Monroeville, PA, then over Interstate Hwy 376 to Pittsburgh, PA, then over Interstate Hwy 279 to junction Interstate Hwy 79, west of Pittsburgh, PA, then over Interstate Hwy 79 to junction Interstate Hwy 70, at or near Washington, PA, then over Interstate Hwy 70 to Columbus, and return over the same route; (15) between Harrisburg, PA, and

junction Interstate Hwy 76 and Interstate 283 (Interchange No. 19 of the Pennsylvania Turnpike): from Harrisburg over Interstate Hwy 83 to junction Interstate Hwy 283, then over Interstate Hwy 283 to junction Interstate Hwy 76, and return over the same route; (16) between Harrisburg, PA, and junction Interstate Hwy 76 and U.S. Hwy 11 (Interchange No. 16 of the Pennsylvania Turnpike): from Harrisburg over U.S. Hwy 22 to junction Interstate Hwy 81, north of Harrisburg, PA, then over Interstate Hwy 81 to junction U.S. Hwy 11, at or near Middlesex, PA, then over U.S. Hwy 11 to junction Interstate Hwy 76, and return over the same route; (17) between junction Interstate Hwy 81 and PA Hwy 9 (Interchange No. 37 of the Northeast Extension of the Pennsylvania Turnpike) and junction Interstate Hwy 76 and Interstate Hwy 476, at or near West Conshohocken, PA: from junction Interstate Hwy 81 and PA Hwy 9, over the Northeast Extension of the Pennsylvania Turnpike (PA Hwy 9) to Interchange No. 25-A, then over Interstate Hwy 476 to junction Interstate Hwy 76, and return over the same route; (18) between Albany, NY, and Philadelphia, PA: from Albany over Interstate Hwy 87 (New York State Thruway) to Interchange No. 15, then over NY Hwy 17 to the NY/NJ State line, then over NJ Hwy 17 to Paramus, NJ, then over the Garden State Parkway to junction New Jersey Turnpike, then over the New Jersey Turnpike to Interchange No. 6, then over Interstate Hwy 276 to Interchange No. 29 of the Pennsylvania Turnpike, then over U.S. Hwy 13 to junction PA Hwy 413, at or near Bristol, PA, then over PA Hwy 413 to junction Interstate Hwy 95, then over Interstate Hwy 95 to Philadelphia, and return over the same route; (19) between Erie, PA, and Pittsburgh, PA: from Erie over Interstate Hwy 79 to junction Interstate Hwy 279, north of Pittsburgh, then over Interstate Hwy 279 to Pittsburgh, and return over the same route; (20) between Meadville, PA, and junction Interstate Hwy 79 and U.S. Hwy 322, over U.S. Hwy 322; and (21) between Butler, PA, and junction Interstate Hwy 79 and U.S. Hwy 422: from Butler over PA Hwy 8 to junction U.S. Hwy 422, north of Butler, then over U.S. Hwy 422 to junction Interstate Hwy 79, and return over the same route; serving all intermediate points in (1) through (21) above.

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY C-15.1

NO. MC 108531 SUB 11 SERVICE DATE
APRIL 8, 1968

BLUE BIRD COACH LINES, INC.,
OLEAN, NEW YORK

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 8th day of
April, A. D. 1968.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

AND IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

REGULAR ROUTES:

Passengers and their baggage, and express and newspapers in the same vehicle with passengers,

Between Jamestown, N. Y., and junction New York Highways 17 and 353 approximately 3 miles from Salamanca, N. Y., serving all intermediate points.

NO. MC 108531 SUB 11, SHEET NO. 2

From Jamestown over New York Highway 17 to junction
New York Highway 353, and return over the same route.

The above-described authority to transport passengers was issued pursuant to an application filed after January 1, 1967, and, therefore, no incidental charter operations in interstate or foreign commerce are authorized by section 208(c) of the Interstate Commerce Act, as amended November 10, 1966.

By the Commission, division 1.

(SEAL)

H. NEIL GARSON,
Secretary

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

MC-108531 Sub 27

SERVICE DATE

BLUE BIRD COACH LINES, INC.
OLEAN, NY

MAY 25 1983

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common 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), the designation of agents upon whom process may be served (49 CFR 1044), and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. 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 common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

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 any discrepancies regarding this document please notify the Commission within 30 days.

NOTE: Applicant is authorized to provide regular route transportation in intrastate commerce and also must comply with requirements at 49 USC 10922(c)(2)(E).

To operate as a common carrier, by motor vehicle, in intrastate, interstate or foreign commerce, transporting over regular routes passengers, between Olean, NY and Syracuse, NY, serving all intermediate points: from Olean over NY Hwy 16 to Maplehurst, then over NY Hwy 17 to Cuba, then over NY Hwy 305 to junction NY Hwy 19, then over NY Hwy 19 to junction NY Hwy 19A, then over NY Hwy 19A to junction NY Hwy 39, then over NY Hwy 39 to junction U.S. Hwy 20A, then over U.S. Hwy 20A to junction Interstate Hwy 390, then over Interstate Hwy 390 to Rochester, then over NY Hwy 31 to junction NY Hwy 5, then over NY Hwy 5 to Syracuse, and return over the same route.

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

NO. MC 108531 SUB 21F

SERVICE DATE

BLUE BIRD COACH LINES, INC.
OLEAN, NEW YORK

MAR 28 1980

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

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

The carrier, as an underlying condition of this authority, shall render reasonably continuous and adequate service to the public. Failure to do so will constitute sufficient grounds for the suspension, change, or revocation of this authority.

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

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

For carriers with both common and contract authority: The Commission reserves the right to impose such terms, conditions, or limitations in the future as it may find necessary to assure conformance with section 10930 of the Interstate Commerce Act.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

AGATHA L. MERGENOVICH,

Secretary

(SEAL)

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

NO. MC 108531 SUB NO. 21F

To operate as a common 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 and special operations, (1) between points in New York, Ohio, and Pennsylvania; and (2) beginning and ending at the points named in (1) above, and extending to points in the United States (including Alaska but excluding Hawaii), limited in (1) and (2) to transportation in vehicles with a seating capacity not to exceed 25 passengers.

SERVICE DATE
APRIL 16, 1962

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY C-15.1

NO. MC 108531*

BLUE BIRD COACH LINES, INC.,
OLEAN, NEW YORK

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 16th day of
April, A. D., 1962

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

IRREGULAR ROUTES:

Passengers and their baggage in round-trip charter operations,

Beginning and ending at Olean, N. Y., and points within 35 miles thereof, except Bradford, Pa., and points in Pennsylvania within 15 miles of Bradford, and extending to points in Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Maryland, West Virginia, Ohio, Indiana, Illinois, Kentucky, and the District of Columbia.

AND IT IS FURTHER ORDERED, That this certificate shall supersede Certificate No. MC 108531, issued March 31, 1948, acquired by the above-named carrier pursuant to MC-FC 64065, and that said certificate be, and it is hereby, canceled.

By the Commission, division 1.

HAROLD D. McCOY,

(SEAL)

Secretary.

*This certificate embraces the operating rights in the certificate superseded and canceled in the last ordering paragraph above.

OP-AEA-26
(Rev. 10/80)

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

MC-108531 Sub 26

BLUE BIRD COACH LINES, INC.
OLEAN, NY

SERVICE DATE

FEB 22 1983

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common 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), the designation of agents upon whom process may be served (49 CFR 1044), and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. 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.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

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 any discrepancies regarding this document please notify the Commission within 30 days.

MC-108531 Sub 26
Sheet 2

To operate as a common carrier, by motor vehicle in interstate or foreign commerce, over irregular routes, transporting passengers, in special and charter operations, between points in the United States.

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

NO. MC 108531 SUB 20F

BLUE BIRD COACH LINES, INC.
OLEAN, NEW YORK

SERVICE DATE
MAR 5 1980

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

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

The carrier, as an underlying condition of this authority, shall render reasonably continuous and adequate service to the public. Failure to do so will constitute sufficient grounds for the suspension, change, or revocation of this authority.

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

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

For carriers with both common and contract authority: The Commission reserves the right to impose such terms, conditions, or limitations in the future as it may find necessary to assure conformance with section 10930 of the Interstate Commerce Act.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

AGATHA L. MERGENOVICH,

Secretary

(SEAL)

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

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting passengers and their baggage, in the same vehicle with passengers, (1) in special operations, in round-trip sightseeing and pleasure tours, beginning and ending at points in Genesee, Monroe, and Orleans Counties, NY, and extending to points in the United States (including, Alaska, but excluding Hawaii); (2) in round-trip charter operations, beginning and ending at points in Allegany, Cattaraugus, Genesee, Monroe, Orleans, and Wyoming Counties, NY, and extending to points in the United States (including Alaska, but extending Hawaii); (3) in special operations, in one-way sightseeing and pleasure tours, from points in Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Monroe, Niagara, Orleans, Steuben, and Wyoming Counties, NY, and Erie, McKean, Potter, and Warren Counties, PA, to points in the United States, (including Alaska, but excluding New York, NY, from points in Allegany, Cattaraugus, and Steuben Counties, NY, and excluding Hawaii), restricted to passengers having a subsequent movement by air to an airport located in the above origin territory; (4) in special operations, in one-way sightseeing and pleasure tours, from points in the United States (except New York, NY, Alaska, and Hawaii), to points in Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Monroe, Niagara, Orleans, Steuben, and Wyoming Counties, NY, and Erie, McKean, Potter, and Warren Counties, PA, restricted to passengers having a prior movement by air from an airport located in the above destination territory; (5) in one-way charter operations, from points in Allegany, Cattaraugus, Chatauqua, Erie, Genesee, Monroe, Niagara, Orleans, and Wyoming Counties, NY, and Erie, McKean, Potter, and Warren Counties, PA, to points in the United States (including Alaska, but excluding Hawaii), restricted to passengers having a subsequent movement by air to an airport located in the above origin territory; and (6) in one-way charter operations, from points in the United States (except New York, NY, Alaska and Hawaii), to points in Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Monroe, Niagara, Orleans, and Wyoming Counties, NY, and Erie, McKean, Potter, and Warren Counties, PA, restricted to passengers having a prior movement by air from an airport located in the above destination territory.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY C-15.1
PASS.

NO. MC 108531 SUB 19

SERVICE DATE

BLUE BIRD COACH LINES, INC.,
OLEAN, NEW YORK

APR 26 1977

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 26th day of
April, 1977.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

AND IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

IRREGULAR ROUTES:

(1) Passengers and their baggage in the same vehicle with passengers, in special operations, in round-trip sightseeing and pleasure tours,

(a) Beginning and ending at points in Warren County, Pa., and extending to points in the United States, including Alaska, but excluding Hawaii.

(b) Beginning and ending at points in Cattaraugus, Allegany, Steuben, Wyoming, Chautauqua, Erie, and Niagara Counties, N. Y., and McKean, Potter, and Erie Counties, Pa., and extending to Alaska.

(2) Passengers and their baggage in the same vehicle with passengers, in round-trip charter operations,

Beginning and ending at points in Erie, Warren, McKean, and Potter Counties, Pa., and extending to points in the United States, including Alaska, but excluding Hawaii.

The authority granted herein to the extent that it duplicates any authority heretofore granted to or now held by carrier shall not be construed as conferring more than one operating right.

By the Commission, division 1.

(SEAL)

ROBERT L. OSWALD,
Secretary

INTERSTATE COMMERCE COMMISSION
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

MC-108531 (Sub-No. 22F)

BLUE BIRD COACH LINES, INC.
(Olean, NY)

SERVICE DATE

AUG 5 1981

This Certificate of Public Convenience and Necessity is evidence of the carrier's authority to engage in transportation as a common 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), the designation of agents upon whom process may be served (49 CFR 1044), and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. 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.

For common carriers with irregular route authority: Any irregular route authority authorized in this certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

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 any discrepancies regarding this document please notify the Commission within 30 days.

No. MC-108531 (Sub-No. 22) F

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting passengers and their baggage, in charter operations, between Atlanta, GA, Denver, CO, and New York, NY, on the one hand, and, on the other, points in the United States (including Alaska, but excluding Hawaii).

SERVICE DATE
APRIL 6, 1971

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

C-15.1
Pass.

NO. MC 108531 SUB 13*

BLUE BIRD COACH LINES, INC.,
(502-504 N. BARRY ST.,)
OLEAN, NEW YORK 14760

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 6th day of
April, A. D. 1971.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

REGULAR ROUTES:

Passengers and their baggage, and express and newspapers in the same vehicle with passengers,

Between junction New York Highway 17J and Chautauqua County Highway 302 approximately 2 miles north of Stow, N. Y., and Erie, Pa., serving all intermediate points:

From junction New York Highway 17J and Chautauqua County Highway 302 over Chautauqua County Highway 302 to junction New York Highway 430, thence over New York Highway 430 via Sherman and Findley Lake, N. Y., to the New York-Pennsylvania State line, thence over Pennsylvania Highway 430 to junction Interstate Highway 90, thence over Interstate Highway 90 to junction Pennsylvania Highway 8, and thence over Pennsylvania Highway 8 to Erie, and return over the same route.

The above-described authority to transport passengers was issued pursuant to an application filed on or before January 1, 1967, and therefore incidental charter operations in interstate or foreign commerce may be conducted under rules and regulations prescribed by the Commission pursuant to section 208(c) of the Interstate Commerce Act, as amended November 10, 1966.

Passengers and their baggage, and express, newspapers, and mail, in the same vehicle with passengers,

Between Westfield, N. Y., and Jamestown, N. Y., serving all intermediate points:

From Westfield over New York Highway 17 to Mayville, N. Y., and thence over New York Highway 17J to Jamestown, and return over the same route.

IRREGULAR ROUTES:

Passengers and their baggage, on round-trip sightseeing or pleasure tours,

Beginning and ending at points in Chautauqua County, N. Y., and extending to points in New York, Pennsylvania, Rhode Island, Connecticut, Massachusetts, Vermont, New Hampshire, Maine, New Jersey, Delaware, Maryland, Virginia, West Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Kentucky, Tennessee, Ohio, Indiana, Illinois, Michigan, and the District of Columbia, including points on the United States-Canada Boundary line in Michigan, New York and Vermont.

The authority granted herein to the extent that it duplicates any authority heretofore granted to or now held by carrier shall not be construed as conferring more than one operating right.

AND IT IS FURTHER ORDERED, That this certificate shall supersede Certificates Nos. MC 114352, issued April 21, 1960, MC 114352 Sub 2, issued January 2, 1962, and MC 114352 Sub 3, issued May 1, 1968, and that said certificates be, and they are hereby, canceled.

By the Commission, division 1.

ROBERT L. OSWALD,
Secretary

(SEAL)

*This certificate embraces the operating rights in the certificates superseded and canceled in the last ordering paragraph above, which operating rights were authorized to be merged with those of the above-named carrier pursuant to MC-F 10823, assigned No. MC 108531 Sub 13.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

C-15.1

NO. MC 108531 SUB 17

SERVICE DATE

BLUE BIRD COACH LINES, INC.,
OLEAN, NEW YORK

JAN 5 1977

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 5th day of
January, 1977.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

AND IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

IRREGULAR ROUTES:

Passengers and their baggage, in the same vehicle with passengers, in charter operations,

Beginning and ending at points in Erie and Niagara Counties, N. Y., and extending to points in the United States (except Alaska and Hawaii).

By the Commission, division 1.

ROBERT L. OSWALD,
Secretary

(SEAL)



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

400 Virginia Avenue, SW, Suite 600
Washington, DC 20024

SERVICE DATE
July 19, 2001

CERTIFICATE
MC-108531-C
BLUE BIRD COACH LINES, INC
NORTH TONAWANDA, NY

This Certificate is evidence of the carrier's authority to engage in transportation as a **common carrier of passengers** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387); the designation of agents upon whom process may be served (49 CFR 366); and tariffs or schedules (49 CFR 1312). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

For common carriers with irregular route authority: Any irregular route authority in this Certificate may not be tacked or joined with other irregular route authority unless joinder is specifically authorized. Any regular routes authorized in this Certificate may be tacked or joined with one another and with other intersate regular route authority you hold, at any common service.

The transportation service to be performed is described on the reverse side of this document.

Terry Shelton, Director
Office of Data Analysis & Information Systems

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

Interstate common carrier of passengers over regular routes:

(1) BETWEEN ROCHESTER, NY AND THE US/CD INTERNATIONAL BOUNDARY IN NIAGARA FALLS, NY: FROM INTERSECTION ST. PAUL ST AND MAIN ST OVER ST PAUL ST TO SOUTH AVE, OVER SOUTH AVE TO INTERSTATE HWY 490, OVER INTERSTATE HWY 490 EAST TO INTERSTATE HWY 590, OVER INTERSTATE HWY 590 SOUTH TO INTERSTATE HWY 390, OVER INTERSTATE HWY 390 SOUTH TO INTERSTATE HWY 90, OVER INTERSTATE HWY 90 WEST TO INTERSTATE HWY 290, OVER INTERSTATE HWY 290 TO INTERSTATE HWY 190, OVER INTERSTATE HWY 190 TO ROBERT MOSES PARKWAY, OVER ROBERT MOSES PARKWAY TO QUAY ST. OVER QUAY ST TO THE RAINBOW BRIDGE AT THE US/CD INTERNATIONAL BOUNDARY IN NIAGARA FALLS, AND RETURN OVER THE SAME ROUTE; AND (2) BETWEEN ROCHESTER, NY AND THE US/CD INTERNATIONAL BOUNDARY IN BUFFALO, NY: FROM INTERSECTION ST PAUL ST AND MAIN ST IN ROCHESTER OVER ST PAUL ST TO SOUTH ST, OVER SOUTH ST TO INTERSTATE HWY 490, OVER INTERSTATE HWY 490 EAST TO INTERSTATE HWY 590, OVER INTERSTATE HWY 590 SOUTH TO INTERSTATE HWY 390, OVER INTERSTATE HWY 390 SOUTH TO INTERSTATE HWY 90, OVER INTERSTATE HWY 90 WEST TO INTERSTATE HWY 190 WEST, OVER INTERSTATE HWY 190 TO THE PEACE BRIDGE AT THE US/CD INTERNATIONAL BOUNDARY IN BUFFALO, AND RETURN OVER THE SAME ROUTE, SERVING ALL INTERMEDIATE POINTS IN (1) AND (2) ABOVE. NOTE: APPLICANT SEEKS TO PROVIDE REGULAR-ROUTE SERVICE IN INTERSTATE OR FOREIGN COMMERCE UNDER 49 U.S.C. 13902(B)(3) (1996 CODIFICATION) OVER THE SAME ROUTES.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

C-15.1

SERVICE DATE
MAY 13, 1966

NO. MC 108531 SUB 7

BLUE BIRD COACH LINES, INC.,
OLEAN, NEW YORK

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 13th day of
May, A. D., 1966.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

AND IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

IRREGULAR ROUTES:

Passengers and their baggage, in special operations,
in round-trip sightseeing and pleasure tours,

Beginning and ending at points in Cattaraugus, Allegany,
Steuben, and Wyoming Counties, N. Y., and McKean and
Potter Counties, Pa., and extending to points in the
United States (except Alaska and Hawaii).

NO. MC 108531 SUB 7, SHEET NO. 2

RESTRICTION: The operations authorized herein are subject to the right of the Commission, which is hereby expressly reserved to impose, after final determination of the proceeding in Ex Parte No. MC-29 (Sub-No. 1), Passenger Transportation in Special Operations, such terms and conditions, if any, as may be deemed necessary to insure that the operations performed by carrier are limited to bona fide special operations, in sightseeing and pleasure tours.

By the Commission, division 1.

(SEAL)

H. NEIL GARSON,
Secretary

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY C-15.1

NO. MC 108531 SUB 16*

SERVICE DATE

BLUE BIRD COACH LINES, INC.
OLEAN, NEW YORK

JUN 22 1977

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 22nd day of
June, 1977.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

IRREGULAR ROUTES:

Passengers and their baggage, in special operations, in round-trip sightseeing and pleasure tours,

Beginning and ending at points in Chautauqua County, N. Y., and extending to points in Arizona, Arkansas, California, Colorado, Idaho, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wisconsin and Wyoming.

AND IT IS FURTHER ORDERED, That this certificate shall supersede certificate No. MC 108531 Sub 16, issued December 20, 1974, as modified by order dated April 4, 1977, and that said certificate be, and it is hereby, canceled.

By the Commission, division 1.

(SEAL)

H. G. HOMME, JR.,
Acting Secretary.

*This certificate embraces the operating rights in the certificate superseded and canceled in the last ordering paragraph above, as modified.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

C-15.1
PASS.

NO. MC 108531 SUB 15*

BLUE BIRD COACH LINES, INC.
OLEAN, NEW YORK

SERVICE DATE

JUN 6 1975

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 6th day of
June, 1975.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

REGULAR ROUTES:

Passengers and their baggage, and express and newspapers in the same vehicle with passengers,

Between junction Pennsylvania Highway 5 and U.S. Highway 20 and junction U.S. Highway 20 and Interstate Highway 90, serving all intermediate points:

From junction Pennsylvania Highway 5 and U.S. Highway 20 over U.S. Highway 20 to junction Interstate Highway 90, and over the same route.

Between junction Pennsylvania Highway 5 and U.S. Highway 20, and junction Pennsylvania Highway 5 and Pennsylvania Highway 89, serving all intermediate points:

From junction Pennsylvania Highway 5 and U.S. Highway 20 over Pennsylvania Highway 5 to junction Pennsylvania Highway 89, and return over the same route.

RESTRICTION: The service authorized above is restricted to the transportation of passengers moving, in addition to carrier's service, also over one or more of carrier's connecting carriers.

Between junction U.S. Highways 20 and 6N, located approximately four miles west of East Springfield, Pa., and junction Pennsylvania Highway 18 and U.S. Highway 20, located approximately 1 mile west of Girard, Pa., serving all intermediate points:

From junction U.S. Highways 20 and 6N over U.S. Highway 6N to junction Pennsylvania Highway 18, located at Lundys Lane, Pa., and thence over Pennsylvania Highway 18 to junction U.S. Highway 20, and return over the same route.

Between Meadville, Pa., and Pittsfield, Pa., serving all intermediate points:

From Meadville over Pennsylvania Highway 27 to Pittsfield, and return over the same route.

Between North East, Pa., and West Springfield, Pa., serving all intermediate points:

From North East over U.S. Highway 20 to West Springfield, and return over the same route.

Between Union City, Pa., and West Springfield, Pa., serving all intermediate points (except Edinboro, Pa.):

From Union City over U.S. Highway 6 to Lavery, Pa., and thence over U.S. Highway 6N to West Springfield, and return over the same route.

Between Erie, Pa., and Scranton, Pa., serving all intermediate points:

From Erie over U.S. Highway 19 to Waterford, Pa., thence over Pennsylvania Highway 97 to Union City, Pa., thence over U.S. Highway 6 to Scranton, and return over the same route,

Between junction U.S. Highway 6 and Pennsylvania Highway 59 approximately 3 miles southeast of Warren, Pa., and junction U.S. Highway 6 and Pennsylvania Highway 46 one-half mile east of Smethport, Pa., serving all intermediate points:

From junction U.S. Highway 6 and Pennsylvania Highway 59 over Pennsylvania Highway 59 to junction Pennsylvania Highway 770, thence over Pennsylvania Highway 770 to Custer City, Pa., thence over U.S. Highway 219 to junction Pennsylvania Highway 46, (approximately 1 mile east of Bradford, Pa.), thence over Pennsylvania Highway 46 to junction U.S. Highway 6, and return over the same route.

Between Ridgway, Pa., and Kane, Pa., serving all intermediate points:

From Ridgway over U.S. Highway 219 to Wilcox, Pa., thence over Pennsylvania Highway 321 to Kane (also from Wilcox over U.S. Highway 219 to junction U.S. Highway 6, thence over U.S. Highway 6 to Kane), and return over the same routes.

RESTRICTION: The authority granted next above is restricted against the transportation of passengers originating at or destined to Salamanca or Buffalo, N. Y.

Passengers and their baggage,

Between St. Marys, Pa., and Ridgway, Pa., serving all intermediate points:

NO. MC 108531 SUB 15*, SHEET NO. 4

From St. Marys over Pennsylvania Highway 255 to Gillen, Pa., thence over unnumbered highway to junction U.S. Highway 219 and thence over U.S. Highway 219 to Ridgway, and return over the same route.

Between **Johnsonburg, Pa.** and Emporium, Pa., serving all intermediate points:

From Johnsonburg over Pennsylvania Highway 255 to St. Marys, Pa., thence over Highway 120 to Emporium, and return over the same route

The above-described authority to transport passengers was issued pursuant to an application filed on or before January 1, 1967, and therefore incidental charter operations in interstate or foreign commerce may be conducted under rules and regulations prescribed by the Commission pursuant to Section 208(c) of the Interstate Commerce Act, as amended November 10, 1966.

Passengers and their baggage, and express and newspapers in the same vehicle with passengers.

Between Lantz Corners, Pa., and Custer City, Pa., serving all intermediate points:

From Lantz Corners over U.S. Highway 219 to Custer City, and return over the same route.

RESTRICTION: The operations authorized next above are restricted against the transportation of passengers originating at or destined to Salamanca or Buffalo, N. Y.

The above-described authority to transport passengers was issued pursuant to an application filed after January 1, 1967, and therefore, no incidental charter operations in interstate or foreign commerce are authorized by Section 208(c) of the Interstate Commerce Act, as amended November 10, 1966.

IRREGULAR ROUTES:

Passengers and their baggage, in charter operations,

Originating and terminating at all points in Erie County, Pa. (except Corry, Pa.), and extending to points in Cattaraugus, Chautauqua, Erie and Niagara Counties, N. Y., and Ashtabula, Cuyahoga, Geauga, Lake, Mahoning, Richland, Stark, Summit, and Trumbull Counties, Ohio, and the District of Columbia.

Passengers and their baggage, in round-trip charter operations,

Beginning and ending at points in Erie County, Pa., and those points in Cambridge Township, Crawford County, Pa., and extending to points in that part of Ohio on and north of U.S. Highway 40 and those in that part of New York on and west of U.S. Highway 15.

The authority granted herein to the extent that it duplicates any authority heretofore granted to or now held by carrier shall not be construed as conferring more than one operating right.

AND IT IS FURTHER ORDERED, That this certificate shall supersede Certificate No. MC 129646, issued October 7, 1968, acquired by the above-named carrier pursuant to MC-F 12011, and authorized herein, and that said certificate be, and it is hereby, canceled.

By the Commission, division 1.

RICHARD W. KYLE
Acting Secretary

(SEAL)

*This certificate embraces the operating rights in the certificate superseded and canceled in the last ordering paragraph above, and also includes the operations authorized to be issued in No. MC 129646 Sub 5, and also authorized herein.

SERVICE DATE
MAY 6, 1964

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY C-15.1

NO. MC 108531 SUB 6

BLUE BIRD COACH LINES, INC.,
OLEAN, NEW YORK

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 1,
held at its office in Washington, D. C., on the 6th day of
May, A. D., 1964.

AFTER DUE INVESTIGATION, It appearing that the above-named carrier has complied with all applicable provisions of the Interstate Commerce Act, and the requirements, rules, and regulations prescribed thereunder, and, therefore, is entitled to receive authority from this Commission to engage in transportation in interstate or foreign commerce as a motor carrier; and the Commission so finding;

IT IS ORDERED, That the said carrier be, and it is hereby, granted this Certificate of Public Convenience and Necessity as evidence of the authority of the holder to engage in transportation in interstate or foreign commerce as a common carrier by motor vehicle; subject, however, to such terms, conditions, and limitations as are now, or may hereafter be, attached to the exercise of the privileges herein granted to the said carrier.

IT IS FURTHER ORDERED, and is made a condition of this certificate that the holder thereof shall render reasonably continuous and adequate service to the public in pursuance of the authority herein granted, and that failure so to do shall constitute sufficient grounds for suspension, change, or revocation of this certificate.

AND IT IS FURTHER ORDERED, That the transportation service to be performed by the said carrier in interstate or foreign commerce shall be as specified below:

REGULAR ROUTES:

Passengers and their baggage, and express and newspapers,
in the same vehicle with passengers,

Between Buffalo, N. Y., and Salamanca, N. Y., serving
all intermediate points:

From Buffalo over New York Highway 5 to junction Amsdell Road, thence over Amsdell Road and Pleasant Avenue to Hamburg, N. Y., thence over U. S. Highway 62 to Dayton, N. Y., thence over New York Highway 353 to junction New York Highway 17 approximately 3 miles west of Salamanca,

thence over New York Highway 17 to Salamanca, and return over the same route.

Between Gowanda, N. Y., and the J. N. Adams Hospital in the Town of Perrysburg, N. Y., serving all intermediate points:

From Gowanda over New York Highway 39 to Perrysburg, thence over New York Highway 353 to the J. N. Adams Hospital, and return over the same route.

By the Commission, division 1.

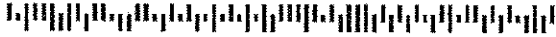
(SEAL)

HAROLD D. McCOY,
Secretary.



U.S. Department of
Transportation
1200 New Jersey Ave. S.E.
Washington, D.C. 20590

Federal Motor Carrier
Safety Administration



1/9

Review No.: 1806263/
DILLON'S BUS SERVICE INC
7479 NEW RIDGE RD
HANOVER MD 21076-3129

August 27, 2021

In reply refer to:
USDOT Number: 16724
Review No.: 1806263/CR



Dear KIMBERLY NUTTER:

The motor carrier safety rating for your company is:

SATISFACTORY

This SATISFACTORY rating is the result of a review and evaluation of your safety fitness completed on August 24, 2021. A SATISFACTORY rating indicates that your company has adequate safety management controls in place to meet the safety fitness standard prescribed in 49 C.F.R. 385.5.

Please assure yourself that any specific deficiencies identified in the review report have been corrected. We appreciate your efforts toward promoting motor carrier safety throughout your company. If you have questions or require further information, please contact:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
GEORGE H FALLON FEDERAL BUILDING
31 HOPKINS PLZ STE 750
BALTIMORE, MD 21201-2817
Telephone No.: 443-703-2360

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance



ATTACHMENT 2

COACH USA | STATE OF MARYLAND CONTRACT LIST

Coach USA has operated and/or continues to operate the following contracts for the State of Maryland:

Maryland Transit Administration (Route 201)	
State Contracting Entity	Maryland Transit Administration
Brief Description of Service	Commuter Service between BWI Airport and Gaithersburg (MD)
Contract Value	Est. \$10.4M total contract value.
Contract Term	2018-2023
State Employee Contact Person	Timothy B. Norris Director, Commuter Bus Services (410) 856-4815 TNorris@mdot.maryland.gov
Contract Details	Active

Maryland Transit Administration (Route 203)	
State Contracting Entity	Maryland Transit Administration
Brief Description of Service	Commuter Service between Columbia and Bethesda
Contract Value	Est. \$2.5M total contract value.
Contract Term	2017-2022
State Employee Contact Person	Timothy B. Norris Director, Commuter Bus Services (410) 856-4815 TNorris@mdot.maryland.gov
Contract Details	Active

Maryland Transit Administration (Routes 220, 230, 240, 250, 260)	
State Contracting Entity	Maryland Transit Administration
Brief Description of Service	Commuter Service between Annapolis (MD) and Washington DC
Contract Value	Est. \$43.1M (Sep. 1, 2019-Aug. 31, 2024) Est. \$43.4M (Sep. 1, 2014-Aug. 31, 2019)
Contract Term	2014-2024
State Employee Contact Person	Timothy B. Norris Director, Commuter Bus Services (410) 856-4815 TNorris@mdot.maryland.gov
Contract Details	Active

Maryland Transit Administration (Routes 305, 315, 325, 335, 345)	
State Contracting Entity	Maryland Transit Administration
Brief Description of Service	Commuter Service between Howard County (MD) and Washington DC
Contract Value	Total est. contract value: \$55.7M Routes 305, 315, 325: Est. \$26.6M Routes 335, 345: Est. \$29M
Contract Term	2004-2018 (305, 315, 325) 2004-Present (335, 345)
State Employee Contact Person	Timothy B. Norris Director, Commuter Bus Services (410) 856-4815 TNorris@mdot.maryland.gov
Contract Details	Routes 305, 315, and 325 were awarded to different operator following a competitive bid process. The contract for Routes 335 and 345 have not yet expired.

Maryland Transit Administration (Route 310, 320)	
State Contracting Entity	Maryland Transit Administration
Brief Description of Service	Commuter Service between Howard County (MD) and Baltimore (MD)
Contract Value	Total est. contract value: \$3.6M, incl. \$102K fuel surcharge
Contract Term	2009-2014
State Employee Contact Person	Glenn Saffran Director, Commuter Bus (410) 454-7255 gsaffran@mta.maryland.gov
Contract Details	Dillon's Bus Service completed our contract for Routes 310 and 320 in 2014. All term options were exercised. The routes were awarded to different operator following a competitive bid process.

Baltimore County Circulator: The Loop	
State Contracting Entity	Baltimore Count, Maryland
Brief Description of Service	The Loop is a new, 12-bus circulator transit service operating in Towson, servicing universities, hospitals, and shopping centers. The Loop service operates Mon-Fri, 6am-12am and Saturday, 10am-12am.
Contract Value	Est. \$4M annual contract value.
Contract Term	2021-2024 (3-year base, with two (2), 2-year options.
State Employee Contact Person	D'Andrea Walker Acting Director (410) 887-4120 dwalker2@baltimorecountymd.gov
Contract Details	Active



ATTACHMENT 3

Coach USA Fleet List

Coach USA operates thousands of buses and minibuses on a daily basis across the United States and Canada. The fleet at Dillon's Bus Service consists of more than 150 motorcoaches, minibuses, commuter buses, and support vehicles and equipment. We manage several other operations with minibuses and can purchase new equipment through long-term commitment contracts.

For the purposes of this solicitation, the fleet list below includes the vehicles applicable for use in a contract partnership with Anne Arundel County Public Schools.

Year	Make	Model	License	Mileage	Status	Seats	ADA	Age
2012	VAN	C2045L	P1155972	431,724	3	57	YES	11
2012	VAN	C2045L	P1155973	460,035	3	55	YES	11
2012	VAN	C2045L	P1155974	441,604	3	55	YES	11
2014	VAN	CX45	P832271	525,027	3	56	YES	9
2014	VAN	CX45	P832273	703,637	3	56	YES	9
2014	VAN	CX45	P832274	733,302	3	56	YES	9
2014	VAN	CX45	P832277	483,279	3	56	YES	9
2014	VAN	CX45	P832278	496,225	3	56	YES	9
2015	VAN	CX45	P869859	448,667	3	56	YES	8
2015	VAN	CX45	P869860	441,231	3	56	YES	8
2015	VAN	CX45	P869861	389,361	3	56	YES	8
2016	VAN	CX45	P896568	370,431	3	56	YES	7
2016	VAN	CX45	P898306	402,653	3	56	YES	7
2016	VAN	CX45	P898307	333,247	3	56	YES	7
2016	VAN	CX45	P1040859	402,604	3	56	YES	7
2016	VAN	CX45	P918931	340,941	3	56	YES	7
2016	VAN	CX45	P918933	426,013	3	56	YES	7
2016	VAN	CX45	P918934	381,983	3	56	YES	7
2016	VAN	CX45	P918935	418,919	3	56	YES	7
2016	VAN	CX45	P918937	421,263	3	56	YES	7
2016	VAN	CX45	P918938	389,149	3	56	YES	7
2016	VAN	CX45	P918939	395,354	3	56	YES	7
2016	VAN	CX45	P918940	367,701	3	56	YES	7
2016	VAN	CX45	P918941	350,558	3	56	YES	7
2016	VAN	CX45	P918942	346,850	3	56	YES	7
2016	VAN	CX45	P918943	392,828	3	56	YES	7
2016	VAN	CX45	P918944	402,829	3	56	YES	7
2016	VAN	CX45	P1040861	326,431	3	56	YES	7
2017	VAN	CX45	P942696	429,976	3	56	YES	6

Year	Make	Model	License	Mileage	Status	Seats	ADA	Age
2016	VAN	CX45	P1050420	362,244	3	56	YES	7
2017	VAN	CX45	P942702	441,456	3	56	YES	6
2017	VAN	CX45	P942704	413,226	3	56	YES	6
2017	VAN	CX45	P942705	368,137	3	56	YES	6
2017	VAN	CX45	P942706	338,935	3	56	YES	6
2017	VAN	CX45	P942707	311,399	3	56	YES	6
2017	VAN	CX45	P942708	309,622	3	56	YES	6
2017	VAN	CX45	P942709	349,932	3	56	YES	6
2017	VAN	CX45	P945869	345,282	3	56	YES	6
2017	VAN	CX45	P945870	365,028	3	56	YES	6
2017	VAN	CX45	P945871	366,164	3	56	YES	6
2017	VAN	CX45	P945872	326,824	3	56	YES	6
2017	VAN	CX45	P948936	356,445	3	56	YES	6
2017	VAN	CX45	P945873	354,785	3	56	YES	6
2017	VAN	CX45	P954189	325,115	3	56	YES	6
2017	VAN	CX45	P967601	405,126	3	56	YES	6
2018	VAN	CX45	P967602	355,066	3	56	YES	5
2018	VAN	CX45	P977505	475,573	3	56	YES	5
2018	VAN	CX45	P977506	429,177	3	56	YES	5
2018	VAN	CX45	P977507	402,365	3	56	YES	5
2018	VAN	CX45	P977508	353,806	3	56	YES	5
2018	VAN	CX45	P982718	291,314	3	56	YES	5
2018	VAN	CX45	P982719	379,468	3	56	YES	5
2018	VAN	CX45	P982720	278,396	3	56	YES	5
2018	VAN	CX45	P982721	340,506	3	56	YES	5
2009	MCI	J4500	P797191	653,860	3	58	YES	14
2009	MCI	J4500	P1163789	581,351	3	55	YES	14
2009	MCI	J4500	P883490	487,478	3	55	YES	14
2009	MCI	J4500	P1163790	466,190	3	55	YES	14
2011	MCI	J4500	P1163791	554,590	3	56	YES	12
2019	VAN	CX45	P1034315	172,883	3	56	YES	4
2018	VAN	CX45	P987300	274,791	3	56	YES	5
2018	VAN	CX45	P987301	274,802	3	56	YES	5
2018	VAN	CX45	P989821	261,529	3	56	YES	5
2018	VAN	CX45	P989822	276,632	3	56	YES	5
2018	VAN	CX45	P987302	268,360	3	56	YES	5
2018	VAN	CX45	P989823	264,099	3	56	YES	5

Year	Make	Model	License	Mileage	Status	Seats	ADA	Age
2019	VAN	CX45	P1034311	192,386	3	56	YES	4
2019	VAN	CX45	P1034312	266,666	3	56	YES	4
2019	VAN	CX45	P1034313	281,063	3	56	YES	4
2019	VAN	CX45	P1034314	273,691	3	56	YES	4
2019	VAN	CX45	P1033648	227,110	3	56	YES	4
2019	VAN	CX45	P1033649	183,281	3	56	YES	4
2019	VAN	CX45	P1033650	226,747	3	56	YES	4
2019	VAN	CX45	P1162010	194,287	3	56	YES	4
2019	VAN	CX45	P1035543	194,231	3	56	YES	4
2019	VAN	CX45	P1035544	306,371	3	56	YES	4
2019	VAN	CX45	P1036288	161,388	3	56	YES	4
2019	VAN	CX45	P1036289	117,788	3	56	YES	4
2019	VAN	CX45	P1036292	211,534	3	56	YES	4
2019	VAN	CX45	P1036297	290,447	3	56	YES	4
2019	VAN	CX45	P1160478	156,783	3	56	YES	4
2019	VAN	CX45	P1036299	192,692	3	56	YES	4
2019	VAN	CX45	P1036300	179,071	3	56	YES	4
2019	VAN	CX45	P1037347	290,848	3	56	YES	4
2019	VAN	CX45	P1037125	224,021	3	56	YES	4
2019	VAN	CX45	P1037126	314,957	3	56	YES	4
2019	VAN	CX45	P1037127	190,979	3	56	YES	4
2019	VAN	CX45	P1037128	336,907	3	56	YES	4
2019	VAN	CX45	P1037558	317,112	3	56	YES	4
2019	VAN	CX45	P1038361	298,804	3	56	YES	4
2019	VAN	CX45	P1038362	210,939	3	56	YES	4
2019	VAN	CX45	P1038646	206,840	3	56	YES	4
2019	VAN	CX45	P1038363	320,464	3	56	YES	4
2019	VAN	CX45	P1038364	235,490	3	56	YES	4
2022	VAN	C2045	P1169385	20,618	3	56	YES	1
2022	VAN	C2045	P1169386	22,206	3	56	YES	1
2022	VAN	C2045	P1169387	20,879	3	56	YES	1
2022	VAN	C2045	P1169388	23,748	3	56	YES	1
2022	VAN	C2045	P1169389	22,444	3	56	YES	1
2022	VAN	C2045	P1153345	22,152	3	56	YES	1
2022	VAN	C2045	P1153346	26,641	3	56	YES	1
2022	VAN	C2045	P1153347	28,258	3	56	YES	1
2011	VAN	C2045L	023P01	313,562	5	55	YES	12

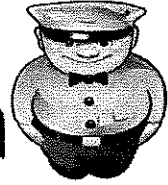
Year	Make	Model	License	Mileage	Status	Seats	ADA	Age
2011	VAN	C2045L	023P02	294,270	5	55	YES	12
2012	VAN	C2045L	P1155971	652,793	5	57	YES	11
2012	VAN	C2045L	P927156	672,701	5	57	YES	11
2012	VAN	C2045L	P927160	543,965	5	57	YES	11
2012	VAN	C2045L	P927161	495,110	5	57	YES	11
2012	VAN	C2045L	P800761	384,716	5	57	YES	11
2012	VAN	C2045L	P800767	467,265	5	55	YES	11
2008	MCI	J4500	P797189	714,171	5	45	YES	15
2009	MCI	J4500	P797193	733,063	5	58	YES	14
2009	MCI	J4500	P797190	621,000	5	58	YES	14
2008	MCI	J4500	P797192	690,140	5	58	YES	15
2009	MCI	J4500	014P90	558,877	5	55	YES	14
2009	MCI	J4500	014P91	510,521	5	55	YES	14
2009	MCI	J4500	P676403	616,503	5	56	YES	14
2009	MCI	J4500	P892442	481,015	5	56	YES	14
2009	MCI	J4500	P880838	526,663	5	56	YES	14
2009	MCI	J4500	P884751	731,727	5	55	YES	14
2009	MCI	J4500	P884752	741,381	5	55	YES	14
2009	MCI	J4500	P884753	784,261	5	55	YES	14
2009	MCI	J4500	P884754	356,973	5	55	YES	14
2009	MCI	J4500	P884755	814,238	5	55	YES	14
2009	MCI	J4500	015P06	563,785	5	55	YES	14
2009	MCI	J4500	016P05	487,165	5	55	YES	14
2009	MCI	J4500	016P06	496,289	5	55	YES	14
2009	MCI	J4500	015P11	524,182	5	55	YES	14
2009	MCI	J4500	014P93	439,028	5	55	YES	14
2009	MCI	J4500	014P95	505,487	5	55	YES	14
2009	MCI	J4500	014P96	507,007	5	55	YES	14
2009	MCI	J4500	016P22	495,437	5	55	YES	14
2010	MCI	J4500	P890365	750,873	5	55	YES	13
2011	MCI	J4500	P802824	402,738	5	56	YES	12
2008	MCI	J4500	023P08	572,886	5	55	YES	15
2008	MCI	J4500	023P10	612,392	5	55	YES	15
2010	MCI	J4500	P739303	594,020	5	56	YES	13
2010	MCI	J4500	P739304	503,904	5	56	YES	13



ATTACHMENT 4



megabus.com



COACH USA, INC.'S DRUG AND ALCOHOL POLICY

September 2018
Updated 8/3/2021

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In accordance with the Regulations of the U.S. Department of Transportation, the Federal Motor Carrier Safety Administration, and the Federal Transit Administration (49 CFR Parts 40, 382, and 655)

COACH USA, INC.'S DRUG AND ALCOHOL POLICY

1.0 Policy

Coach USA, Inc. and its subsidiaries (collectively referred to throughout this policy as "Coach USA" or "Company") are dedicated to providing safe, dependable, and economical bus service. Employees are our most valuable resource. It is our policy: (1) to take appropriate action to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) to foster and maintain a drug and alcohol - free environment for all employees and patrons; (3) to prohibit the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances; and (4) to encourage employees to voluntarily seek professional assistance whenever personal problems, including alcohol or drug use, may adversely affect their ability to perform their assigned duties.

To achieve the goal of a substance-free workplace, this policy incorporates three integrated components:

Prevention through education and training:

Education and training will communicate and clarify this policy to all employees, assist employees in recognizing substance abuse problems and in finding solutions to those problems.

Detection, deterrence and enforcement:

Regulations promulgated by the U.S. Department of Transportation ("DOT"), the Federal Transit Administration ("FTA"), and the Federal Motor Carrier Safety Administration ("FMCSA") **and Company policy** require that all safety-sensitive employees will be subject to reasonable suspicion, post-accident, random, return to duty and follow up drug and alcohol testing. Applicants for safety-sensitive positions will not be eligible for those positions unless they pass a pre-employment drug test. **As a "zero tolerance" employer, any positive drug or alcohol test as defined by the DOT, FMCSA and the FTA, or refusal to test will result in a termination of employment.**

Treatment and opportunities for rehabilitation:

Alcohol and drug abuse are recognized as diseases that can be treated. Coach USA promotes a voluntary rehabilitation program to encourage employees to seek professional assistance prior to testing positive for drugs or alcohol, without fear of discipline.

Approved: Jason Louis

Date: September 6, 2018

Jason Louis, Vice President of Safety

2.0 Purpose

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the use of alcohol and use of prohibited drugs (as defined below). This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry.

The FTA and the FMCSA of the DOT have enacted 49 CFR (Code of Federal Regulations) Parts 655 and 382, which mandate urine drug testing and breath alcohol testing for employees performing safety-sensitive functions. These regulations also prevent performance of safety-sensitive functions when there is a positive test result or a test refusal. The DOT has also adopted 49 CFR Part 40, which outlines procedures for transportation workplace drug and alcohol testing programs. This Policy incorporates these federal requirements for employees performing safety-sensitive functions, as well as other requirements.

In addition, DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act, which requires the establishment of a drug-free workplace policy and the reporting of certain drug-related offenses to the FTA. California passed a similar version of the federal law, the Drug-Free Workplace Act of 1990 (Gov't Code § 8350 *et seq.*).

This policy reiterates the requirements of the Federal regulations. **Portions of this policy marked in bold are not necessarily FTA or FMCSA-mandated, but reflect the Company's employment policy (this does not include policy headings).**

If any provision of an existing Company policy or rule is inconsistent or in conflict with any provision of this policy or the DOT/FTA/FMCSA rules, this policy and the DOT/FTA/FMCSA rules shall take precedence; if any provision of this policy is inconsistent or in conflict with the DOT/FTA/FMCSA rules, then the DOT/FTA/FMCSA rules shall take precedence.

3.0 Applicability

Safety-Sensitive Employees

This policy applies to all safety-sensitive employees, including paid part time employees who perform or could be called upon to perform any transportation related safety-sensitive function, and this includes off-site lunch periods or breaks when an employee is scheduled to return to work.

Under the FTA regulations, a safety-sensitive function is any of the following duties:

- 1) The operation of a transportation revenue service vehicle even when the vehicle is not in revenue service. The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL).
- 2) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.
- 3) Controlling dispatch or movement of a revenue service vehicle.
- 4) Carrying a firearm for security purposes. (Not applicable to CUSA)
- 5) Volunteers are considered a covered employee if; 1) they are required to hold a commercial driver's license to operate the vehicle; or 2) if the volunteer receives remuneration in excess of their actual expenses incurred while engaged in the volunteer activity. (Not applicable to CUSA)

The FMCSA regulations mandate the following:

Drivers holding a CDL are considered to be performing a safety-sensitive function during any period in which the driver is actually performing, ready to perform, or immediately available to perform any safety-sensitive function. Safety-sensitive functions include:

- 1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- 2) All time inspecting parts and equipment or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- 3) All time spent at the driving controls of a commercial motor vehicle in operation;
- 4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
- 5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- 6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Under Company policy, a safety-sensitive function is any of the following duties:

- 1) **The operation of a transportation revenue service vehicle even when the vehicle is not in revenue service.**
- 2) **The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold CDL.**
- 3) **Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.**
- 4) **Controlling dispatch or movement of a revenue service vehicle.**

Contractors

Contractors who perform any of the safety-sensitive functions (Defined by FTA or FMCSA depending on the type of contract) described in this policy will be subject to the same requirements as safety-sensitive employees.

Non Safety-Sensitive Positions

All employees are subject to the provisions of the Drug-Free Workplace Act of 1998, and should refer to the Company's Drug Free Workplace Policy Statement, attached to this policy as Exhibit A. Additionally, visitors, vendors and contracted employees on Company premises will not be permitted to conduct transportation business if found to be in violation of Company's Drug Free Workplace Policy Statement.

4.0 Opportunities for Rehabilitation (Company Policy)

To promote a drug and alcohol free workplace, this policy includes a rehabilitation program that allows employees to voluntarily come forward to request rehabilitation.

Voluntary Rehabilitation (Company Policy)

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion testing, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the General Manager or the Human Resource Department, who will refer the individual to the Company's Employee Assistance Program and/or a Substance Abuse Counselor for a Non-DOT evaluation and treatment. Voluntary self-referral commits the employee to a therapeutic process. Confidentiality of the employee will be protected. The Counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. When an employee voluntarily refers her or himself for treatment, the employee may be eligible for sick leave and disability benefits. Employees will be allowed to take accumulated vacation time or may be eligible for unpaid time off to participate in any prescribed rehabilitation program. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

While Undergoing Treatment (Company Policy)

Any covered employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program is completed. The employee may be placed on an unpaid leave of absence to allow time for completion of the treatment/rehabilitation program. Proof of completion must be provided in writing by a valid professional. The employee will be required to pass a Non-DOT drug and alcohol test before he/she can perform a safety-sensitive function.

***The Company shall make every effort to place the employee back in his/her position upon returning to work. However, an employee's commitment to undergo rehabilitation treatment does not guarantee that the employee's job will be available upon return.**

Cost of Rehabilitation (Company Policy)

All associated costs for treatment are the sole responsibility of the employee.

Returning to Work after Treatment (Company Policy)

All Safety Sensitive employees who successfully complete prescribed treatment and are allowed to return back to work will have to take a DOT Return to Duty test and receive a verified negative result AND be subject to follow-up testing as prescribed by the treating Substance Abuse Professional (SAP). These follow-up tests will be performed under direct observation.

All Non-safety sensitive employees who successfully complete prescribed treatment and are allowed to return back to work will have to take a Non-DOT Return to Duty test and receive a verified negative result AND be subject to follow-up testing as prescribed by the treating Substance Abuse Professional (SAP). These follow-up tests will be performed under direct observation.

5.0 Prohibited Behavior and Conduct

“Prohibited substances” addressed by this policy include the following:

5.1 Prohibited Drug Use

FTA and FMCSA regulations specifically prohibit the use of the following illegal, prohibited substances and require testing for their presence under certain circumstances: Marijuana, Amphetamines, Opioids, Phencyclidine (PCP) and Cocaine (“Prohibited Drugs”). **Safety-sensitive employees may be tested for prohibited drugs at any time while on duty or on Company property.**

Even in States where recreational and/or medical use of Marijuana is legal, it remains unacceptable for any safety-sensitive employee subject to drug testing under this Policy and/or the DOT’s drug testing regulations to use Marijuana.

The DOT’s Drug and Alcohol Testing Regulation – 49 CFR Part 40, at 40.151(e) – does not authorize “medical Marijuana” under a State law to be a valid medical explanation for a transportation employee’s positive drug test result. Therefore, Medical Review Officers will not verify a drug test as negative based upon information that a physician recommended that the employee use “medical Marijuana.”

5.2 Prohibited Alcohol Use

The consumption of beverages containing alcohol, or substances including any medication such that alcohol is present in the body while performing safety sensitive duties or transportation business, is prohibited. “Alcohol” means the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. (The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.)

5.3 Legal Drugs (Company Policy)

Marijuana use is prohibited under Company Policy even if your State has legalized it for recreational or medical purposes. Except for Marijuana use, the appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected MUST be reported to your Designated Employer Representative or Safety Manager. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

Any time an employee comes forward about a medication that he/she is taking, the information must be forwarded to the Vice President of Safety for clarification and review. Consultation with the Medical Review Officer (MRO) may occur to determine if the medication is appropriate to take while performing a safety-sensitive function.

A legally prescribed drug means that the employee has a prescription or other written approval (in his/her name) from a physician for the use of a drug in the course of medical treatment. The misuse of legal drugs while performing a safety-sensitive function is prohibited at all times.

In order to continue performing a safety-sensitive function, the employee taking the medication will be required to provide the following:

A written letter from the prescribing physician stating the patient's name, the name of the substance, the period of authorization and a statement that the medication will not adversely affect the employee's performance to drive or perform his/her safety sensitive function and that the employee may continue to perform his/her safety-sensitive function while taking such medication. The letter must be signed and dated by the physician and the letter will be provided to the MRO for final approval.

If the MRO determines that the medication being taken is not appropriate to take while performing a safety-sensitive function, the employee will remain off duty until the issue is cleared by the MRO. Final determination rests with the MRO.

6.0 Prohibited Conduct: Manufacture, Trafficking, Possession, and Use of Controlled Substances

The manufacture, distribution, dispensation, possession, or use of controlled substances in the workplace is prohibited. A "controlled substance" is any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812), and as further defined by 21 CFR 1300.11-1300.15.

Please note that, regardless of whether medical or recreational Marijuana use is legal in the State in which you live or work, Marijuana remains a drug listed in Schedule I of the Controlled Substances Act. Therefore, the manufacture, distribution, dispensation, possession, or use of Marijuana in the workplace is prohibited. Further, it remains unacceptable for any safety-sensitive employee subject to drug testing under this policy and/or the federal drug testing regulations to use Marijuana, even when off duty.

Any employee engaging in the manufacture, distribution, dispensation, possession or use of a controlled substance on Company premises will be subject to disciplinary action, up to and including termination. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

6.1 Requirement to Submit to Drug and Alcohol Testing

Every covered employee who performs a safety-sensitive function as described in the FTA regulations Part 655 and the FMCSA regulations Part 382 is required to submit to post-accident, random, and reasonable suspicion drug and alcohol testing- and to pre-employment drug testing- as described in this policy. The Company shall not permit any employee who refuses to submit to such tests to perform or continue to perform any safety-sensitive functions.

6.2 Alcohol Use/Hours of Compliance

No safety-sensitive employee should report for duty or remain on duty when his or her ability to perform assigned functions is adversely affected by alcohol.

The FMCSA regulations require that if a safety-sensitive employee's alcohol concentration is 0.02 -0.039, that employee is not permitted to resume safety-sensitive functions for 24 hours.

The FTA regulations require that if a safety-sensitive employee tests at 0.02 -0.039, s/he cannot work until the next scheduled duty period, but not less than 8 hours from the time of the test.

If a safety sensitive employee's alcohol concentration is 0.02 -0.039, s/he is subject to disciplinary action, up to and including termination.

Under both FTA and FMCSA regulations, if a safety-sensitive employee tests at 0.04 or greater, or refuses to test, immediate removal from safety-sensitive functions is required. **In this circumstance, under the Company's zero tolerance policy, the employee will be immediately removed from duty and referred to a Substance Abuse Professional (SAP) and terminated from employment.**

No employee shall use alcohol while on duty or while performing safety-sensitive functions. No employee shall have used alcohol within four hours prior to reporting for duty. After an accident, employees shall refrain from alcohol use for eight (8) hours or until an alcohol test has been administered, whichever occurs first.

No safety-sensitive employee shall use alcohol during the hours that they are on call.

6.3 Compliance with Testing Requirements

Any safety-sensitive employee who refuses to comply with a request for testing, who fails to remain readily available for post-accident testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately. Refusal can include an inability to provide a specimen or breath alcohol sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

6.4 Refusal to Submit to a DOT Alcohol or Controlled Substance Test

As an employee, you have refused to take a drug or alcohol test if you:

- (1) Fail to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer.
- (2) Fail to remain at the testing site until the testing process is complete. For a pre-employment test, an employee who leaves the testing site before the testing process commences is not deemed to have refused to test.
- (3) Fail to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations.
- (4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen.
- (5) Fail to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure. **It is Company policy that any employee that**

does not provide a valid specimen during a collection for a test will remain off duty until the employee is cleared by the MRO that the employee had a valid medical reason.

- (6) Fail or declines to take a second test the employer or collector has directed you to take.
- (7) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures.
- (8) Fail to cooperate with any part of the testing process (e.g., refuse to empty pockets or wash hands when so directed by the collector, behave in a confrontational way that disrupts the collection process).
- (9) If the MRO reports that there is verified adulterated or substituted test result.
- (10) Fail or refuse to sign Step 2 of the alcohol testing form.
- (11) Fail to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- (12) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- (13) Admit to the collector or MRO that you adulterated or substituted the specimen.

As an employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing any safety-sensitive functions, and referred to the Substance Abuse Professional.

6.5 Compliance with Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol and substance abuse problems.

6.6 Notify Company of Criminal Drug Conviction

Every employee must notify the Company of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to do so shall subject the employee to disciplinary action up to and including termination.

6.7 Improper Application of the Policy

The Company is dedicated to assuring fair and equitable application of this "Zero Tolerance" Drug and Alcohol Policy. Therefore, supervisors and managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor and manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to subordinates, shall be subject to disciplinary action, up to and including termination.

7.0 Testing for Prohibited Substances

7.1 General

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). Testing for prohibited drugs and alcohol on safety-sensitive employees shall be conducted in accordance with the procedures set forth in 49 CFR Part 40. See attached Testing Procedures for detailed procedures on all required types of drug and alcohol testing.

Medical Review Officer (MRO)- All drug testing results shall be interpreted and evaluated by an MRO who meets all applicable requirements of Part 40, who shall be responsible for receiving laboratory results generated by an employer's drug testing program and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result. The MRO shall comply with the drug testing procedures set forth in 49 CFR Part 40. The MRO will not review alcohol test results. When a confirmed positive test is reported from the testing laboratory, it is the responsibility of the MRO to:

(a) contact the employee and afford the employee the opportunity to discuss the test results with him/her within 36 hours; (b) review the individual's medical history, including any medical records and biomedical information provided; (c) determine whether there is a legitimate medical explanation for the result, including legally prescribed medication. The MRO shall not convey test results to the Company until the MRO has made a definite decision that the test result was positive or negative, or refusal to test. If the employee provides an adequate explanation, the MRO verifies the test as negative and no further action is taken. When the MRO reports the results of the verified positive test to the Company, the MRO will disclose the drug(s) for which there was a positive test. If the MRO declares a drug test to be invalid for any reason, the test is considered canceled, and neither positive nor negative. However, a re- collection under direct observation may be ordered by the MRO.

7.2 Testing for Prohibited Drugs

The Company shall collect or have collected urine samples from safety-sensitive employees to test for Prohibited Drugs. An assigned Collection Site will split each urine sample collected into a primary and a split sample. (See testing procedures) The urine samples will be sent under seal, with required chain of custody forms, to a laboratory certified by the DHHS. An initial drug screen will be conducted on each primary specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GS/MS) test will be performed. The test will be considered positive if the amounts present are at or above the minimum thresholds established in 49 CFR Part 40, as set forth in the attached Exhibit B (threshold levels of testing).

Split Specimen Testing- If the test result of the primary specimen is positive, the employee may request the MRO to direct his/her split specimen be tested in a different DHHS-certified laboratory. The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive or refusal to test result. This does not delay the Company from taking any action consistent with this policy for positive tests and the employee will be removed immediately from any safety-sensitive functions regardless if he/she is having his/her split specimen tested by a different laboratory. However, if the split

specimen (bottle B) produces a negative result, or for any reason the second portion is not available, the test is considered cancelled and no sanctions are imposed. However, a re-collection under direct observation may be ordered by the MRO.

Cancelled Test - A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither a positive nor a negative test.

7.3 Alcohol Testing

Tests for alcohol concentration on safety-sensitive employees will be conducted with a National Highway Traffic Safety Administration (NHTSA) -approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). In order to maintain quality assurance, EBT's must be externally calibrated in accordance with the plan developed by the manufacturer of the device. If the initial test on an employee indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. For summary of applicable alcohol threshold levels, see Exhibit B.

8.0 Types of Testing

49 CFR Parts 655 and 382 require the following types of testing for Prohibited Substances for safety-sensitive employees: Pre-employment or transfer, reasonable suspicion, post-accident, random, and return to duty.

8.1 Pre-employment, Transfer Testing or Return to Duty Testing

All applicants for safety sensitive positions shall undergo urine drug testing prior to employment. Receipt of a verified negative test result from the MRO is required prior to performing ANY safety sensitive functions for the first time. If an applicant or employee's drug test is cancelled or negative-dilute the employee or applicant shall be required to immediately take another pre-employment drug test.

Existing employees who are being considered for transfer to a safety-sensitive position from a NON-safety-sensitive position will be required to undergo a DOT pre-employment drug test. Any existing safety-sensitive employee who is simply transferring to a different depot (in the same company) for another safety-sensitive position is NOT required to undergo another DOT pre-employment drug test. This paragraph applies to employees transferring to another depot within a company with the same DOT number. The Company does not transfer employees between companies with different DOT numbers. When an employee moves from one company to another with a different DOT number, that employee is considered a new hire and must successfully complete all new hire requirements.

8.1.1 Return to Work after 30 Days (DOT-FMCSA Policy)

If the employee has a commercial license and has been out for 30 days or more AND the employee has been taken out of the random testing pool, the covered employee will be required to take a DOT pre-employment drug test and receive a verified negative result before he/she can return to his/her safety-sensitive position.

8.1.2 Return to Work after 90 Days (DOT-FTA Policy)

If a covered employee has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, AND the employee has not been in the random pool during that time, the employee will be required to take a DOT Pre-Employment drug test (NOT a return-to-duty) and receive a verified negative result before he/she can return to his/her safety-sensitive position.

8.1.3 Previous Employer Request Requirement

As an employer, we are required to verify previous violations of DOT drug and alcohol regulations within the last two years of employment with a DOT regulated agency or employer. Requests for the required information from a previous employer can be made through a variety of means, including mail (certified or not), fax, telephone, or email.

The DOT online clearinghouse must also be checked.

An employer must make a reasonable attempt to obtain and review the information listed below from any DOT-regulated employer the employee performed safety-sensitive functions for in the previous two years (FTA)/ three years (FMCSA). The information below must be requested, and if obtained, it must be reviewed prior to the first time an employee performs safety-sensitive functions. If not feasible, the information should be obtained no later than thirty (30) days after the first time an employee performs safety-sensitive functions. The information obtained must include:

1. Information on the employee's alcohol test in which a breath alcohol concentration of 0.04 or greater was indicated.
2. Information on the employee's controlled substance test in which a positive result was indicated.
3. Any refusal to submit to a required alcohol or controlled substance test (including verified adulterated or substituted drug test results).
4. Other violations of DOT agency drug and alcohol testing regulations.

Although Part 40 specifically requires that previous employers immediately provide a prospective or current employer with appropriate drug and alcohol testing information, a previous employer's refusal or failure to provide the requested information will not, in and of itself, disqualify the applicant or employee from employment. Because of the potential for previous employer(s) to refuse or fail to respond, it is important to keep records of all communication or correspondence with the previous employer to demonstrate that a good faith attempt was made to obtain the required information.

As the applicant or employee, if you have violated any of the DOT drug and alcohol regulations, you must also obtain documentation of your successful completion of the DOT return-to-duty requirements (including proof of follow-up tests administered).

Furthermore, all applicants will be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years (FTA)/ three years (FMCSA).

8.1.4 Pre-employment Breath Alcohol Testing

Although it is not Company policy to test for alcohol on a pre-employment test, some contracts require a breath alcohol test be conducted in addition to the required drug test. Employees working at Company locations servicing those contracts are subject to the requirement and will have to take a pre-employment breath alcohol test. Breath alcohol testing will be in accordance with DOT Part 40 and 655.42.

8.2 Reasonable Suspicion Testing

All safety-sensitive employees shall be subject to reasonable suspicion testing, to include appropriate urine and/or breath alcohol testing when there is reasonable suspicion to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. Reasonable suspicion tests for the presence of alcohol shall be prompted by observations made just prior, during or immediately after the period of the day in which the employee is required to be in compliance with the requirements of Part 655; and those alcohol tests shall only be conducted just before, during, or just after the performance of a safety-sensitive function.

Reasonable suspicion determination will be made by a supervisor, or other Company official who has had the required Reasonable Suspicion training to detect and document the signs and symptoms of probable drug use and alcohol use and who reasonably concludes that an employee may be impaired by a prohibited substance.

Any employee who is required to take a Reasonable Suspicion test will remain off duty until a negative alcohol and drug test is received.

8.3 Post-Accident Testing

For employees subject to the FMCSA regulations:

The surviving driver will be tested when:

- (1) there is fatality; or
- (2) the driver is cited for a moving violation AND either:
 - a) the vehicle is towed from the scene; or
 - b) someone is medically evacuated from the scene.

For employees subject to the FTA regulations:

Fatal Accidents

As soon as practicable following an accident involving the loss of human life, the

Company will conduct drug and alcohol tests on each surviving covered employee operating the public transportation vehicle at the time of the accident. Post-accident drug and alcohol testing of the operator is not required under this section if the covered employee is tested under the fatal accident testing requirements of the Federal Motor Carrier Safety Administration rule 49 CFR 382.303 (a)(1) or (b)(1). The Company shall also test any other covered employee whose performance could have contributed to the accident as determined by investigating staff using the best information available at the time of the decision.

Non-Fatal Injury Accidents

As soon as practicable following an accident not involving the loss of human life in which a public transportation vehicle is involved, the Company will drug and alcohol test each covered employee operating the public transportation vehicle at the time of the accident unless investigating staff determine, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident.

The Company shall also test any other covered employee whose performance could have contributed to the accident as determined by investigating staff using the best information available at the time of the decision.

Accident means an occurrence associated with the operation of a vehicle, if as a result: (1) An individual dies; or (2) An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or (3) With respect to an occurrence in which the motor vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle; or (4) With respect to an occurrence in which the public transportation vehicle involved is a rail car, trolley car, trolley bus, or vessel, the public transportation vehicle is removed from operation.

(For exact testing criteria, see the Post Accident Testing Procedures Addendum to this policy)

Company Policy: When to conduct a NON-DOT post-accident/incident test

If the accident does not meet the FTA/FMCSA testing criteria, the Company reserves the right to test any safety-sensitive employee after any accident/incident regardless of the severity of the accident/incident. Additionally, the Company will test any other safety-sensitive employee whose performance it determines could have contributed to the accident.

Under these circumstances, it must be explained to the employee that the drug and alcohol tests will be done under Company authority, and should be documented on NON-DOT drug and alcohol chain of custody forms.

Any employee who takes a post-accident test will remain off duty until a negative drug test and alcohol test result is received.

8.4 Random Testing

Employees performing safety-sensitive functions will be subject to unannounced, random drug and alcohol testing in accordance with FTA and FMCSA regulations **and this policy**. The random drug and alcohol testing rates will be, at a minimum, based on the current FTA and FMCSA requirements at all times. Each such employee shall have an equal chance at selection and shall remain in the pool even after being tested. The basis for random selection shall be by a scientifically valid random number generation method initiated by computer. The dates for administering unannounced testing of randomly-selected covered employees shall be spread reasonably throughout the calendar year, month, week, and all hours that safety-sensitive functions are performed. This ensures that employees would have a reasonable expectation that they might be called for a test on any day they are at work. A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty. The employee must proceed to the test site immediately after being notified that he or she has been selected for testing.

9.0 Consequences

9.1 Positive Alcohol Test

The FMCSA regulations require that if a safety-sensitive employee's alcohol concentration level is confirmed at 0.02 -0.039, that employee is not permitted to resume safety sensitive functions for 24 hours.

The FTA regulations require that if a safety-sensitive employee's alcohol concentration level is confirmed at 0.02 -0.039, s/he cannot work until the next scheduled duty period, but not less than 8 hours from the time of the test.

If a safety-sensitive employee's alcohol concentration is 0.02 -0.039, s/he is subject to disciplinary action, up to and including termination.

Under both FTA and FMCSA regulations, if a safety-sensitive employee tests at 0.04 or greater, or the employee refuses to test, immediate removal from safety sensitive functions is required. **In this circumstance, under the Company's zero tolerance policy, the employee will be immediately removed from duty and referred to a SAP and terminated from employment.**

9.2 Positive Drug Test

The consequences of a positive drug test or a test refusal are as follows: the employee will immediately be removed from safety-sensitive duties, referred to a SAP **and terminated from employment.**

10.0 MRO Report of a Negative Dilute Specimen

If the MRO informs the Company that a negative drug test was dilute, the employee will be directed to take another test immediately. In some cases the MRO may require the retest to be performed under "Direct Observation." Each employee directed to take another test, will be given the minimum possible advance notice that he or she must go to the collection site to take another test.

For any employee that is directed to take another test, the result of the second test – not

that of the original test – becomes the test of record which the Company will rely on for purposes of this policy. Any employee who is directed to take another test and the employee declines to do so, shall be considered as a refusal to test for purposes of this policy and DOT agency regulations.

Dilute Specimen- A specimen with creatinine and specific gravity values that are lower than expected for human urine.

11.0 Substance Abuse Professional (SAP)

A SAP must meet all of the credential, basic knowledge, qualification training, continuing education, and documentation requirements of 49 CFR Part 40, Subpart O §40.281 (a-e). The SAP will evaluate the employee to determine what assistance the employee needs in resolving problems associated with prohibited substance abuse or alcohol misuse. The SAP will also determine whether or not an employee has successfully completed a program of rehabilitation.

To contact a SAP in your area, please contact:

Substance Abuse and Mental Health Services Administration (SAMHSA)
5600 Fishers Lane, Rockville, MD 20857
1-800-662-4357
<https://www.samhsa.gov/find-treatment>

This agency contains a large network of qualified SAPs throughout the United States. Employees simply visit their website or call the toll-free number and provide their city and zip code and they will be given a list of qualified SAPs closest to their area.

12.0 Training and Education

FTA Regulatory Requirements:

All employees shall participate in a minimum one-hour training session designed to meet FTA requirements by learning about the effects and consequences of drug use on personal health, safety and the work environment. For those supervisors participating in reasonable suspicion determination testing, there will be at least two hours of training to explain the criteria for reasonable cause testing, including at least an hour on the physical, behavioral and performance indicators of probable drug use and another hour on the physical, behavioral, speech and performance indicators of probable alcohol misuse. Initial training sessions will be re-enforced with educational materials and meetings. Further, employees shall be provided with a community hot-line telephone number.

FMCSA Regulatory Requirements:

All persons designated to supervise drivers shall receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training will be used by the supervisors to determine whether reasonable suspicion exists to require a driver to undergo reasonable suspicion testing. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

13.0 Employee Assistance Program and Community Service Hot-Line

The Company's Employee Assistance Program is available to all full-time benefit eligible employees, their spouse, and their children:

Hartford Ability Assist (800) 96-Helps/(800) 964-3577; www.guidanceresources.com

SAMHSA's Center for Substance Abuse Treatment maintains a toll-free referral helpline for locating substance abuse treatment in your area
1-800-662-HELP (4357), 800-487-4889 (TDD), 877-767-8432 (Spanish)

14.0 Records, Confidentiality

A safety-sensitive employee is entitled, upon written request, to review and obtain copies of any records relating to the employee's drug and alcohol testing. The Company will maintain records of its substance abuse program in a secure location with controlled access.

15.0 System Contact

Any questions regarding this policy or any other aspect of the Company's Substance Abuse Management Program should be directed to the office of the following:

Name:	Jason Louis, CDS Vice President of Safety
Address:	COACH USA, Inc. 160 S. Route 17N Paramus, New Jersey 07652
Phone Number:	Cell: 201-248-0131
Email:	Jason.Louis@coachusa.com
eFax:	201-455-6364

16.0 Designated Employer Representative (DER)

The contact information for the Designated Employer Representative (DER), who is authorized to receive test information from the MRO as well as confirmation test results from the qualified B.A.T., is:

Name:	
Address:	
Phone Number:	
Email:	

17.0 Revisions to the Policy and Program

This policy and program are subject to revision in accordance with the DOT

regulations, as amended.

18.0 Zero Tolerance Policy

The Company's "Zero Tolerance" Policy means any positive drug or alcohol test as defined by the DOT, FMCSA and the FTA, or refusal to test, will result in a termination of employment.

EXHIBIT A



DRUG-FREE WORKPLACE POLICY STATEMENT

Coach USA and its subsidiaries are committed to providing safe, reliable and effective service to the public while maintaining a drug-free workplace environment. This statement and its requirements are promulgated in accordance with the Drug-Free Workplace Act of 1988, and apply to all employees, as well as visitors, vendors and contracted employees on Company premises.

- 1) Employees are expected to report for duty sober and free of alcohol and controlled substances.
- 2) The unlawful possession, use, distribution, dispensing, sale or manufacture of controlled substances is prohibited in the workplace. Even in States where recreational and/or medical use of Marijuana is legal: (a) it remains unacceptable for any safety sensitive employee subject to drug testing to use Marijuana; and (b) the possession, use, distribution, dispensing, sale or manufacture of Marijuana is prohibited in the workplace.
- 3) Employees are strongly encouraged to voluntarily seek assistance to overcome drinking and/or chemical dependency problems. Those who come forward voluntarily will not be subject to discipline for seeking assistance with alcohol or drug dependency problems before the occurrence of accidents or a violation of Coach USA, Inc.'s Drug and Alcohol Policy.
- 4) The Employee Assistance Program (EAP) (Hartford Ability Assist: (800) 96-Helps (800) 964-3577), is a free and confidential employee benefit and offers a wide range of support services including referrals to free counseling (up to 5 face to face sessions per year) for full time employees, their spouses and their children who may be experiencing problems with alcohol and drugs.
- 5) Employees are required to notify Corporate Human Resources of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. The Company must notify any federal contracting agency within 10 days of having received such notice. Any employee who is so convicted will be subject to disciplinary action, up to and including termination.
- 6) Any person who violates this policy: (a) will be subject to disciplinary action, up to and including termination of employment; and (b) will not be permitted on Company premises and/or to conduct business with the Company.

In addition to the Company's EAP, the following organizations provide information concerning the effects of alcohol misuse and drug use, as well as mental health information and referrals, and in some cases, crisis counseling:

SAMHSA's Center for Substance Abuse Treatment:

1-800-662-HELP, 1-800-487-4889 (TDD), 1-877-767-8432 (Spanish)

National Suicide Hotline: 1-800-SUICIDE (784-2433)

National Mental Health Association: 1-800-969-NMHA (6642)

If you would like to obtain a copy of Coach USA, Inc.'s Drug and Alcohol Policy, please contact Jason Louis, Vice President of Safety (201) 248-0131 or your General Manager.

EXHIBIT B



Pursuant to the Federal Department of Transportation regulations, the following are the drugs to be tested for, and the threshold levels of each test which the Company is required to accept. The cutoff concentrations displayed in the following table are for initial and confirmatory drug tests. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

Initial test analyte	Initial test cutoff	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA)	50 ng/mL	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL	Benzoylecgonine	100 ng/mL.
Codeine/ Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL. 2000 ng/mL.
Hydrocodone/ Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/ Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA/MDA	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

ALCOHOL

(Includes ethanol, methanol, isopropanol)

Breath Alcohol Concentration

(expressed in terms of grams of alcohol per 210 liters of breath)

Initial Screen

Under 0.02

Confirmatory(given if 0.02 or greater on initial screen)

If there is a confirmed breath alcohol test of between .02% and .039% (inclusive), the employee will be relieved from duty immediately for a minimum of: eight (8) hours under the FTA regulations, and a minimum of 24 hours under the FMCSA regulations, **and the employee will be subject to discipline, up to and including termination.**

If there is a confirmed positive breath alcohol test (.04% or above), the employee will be immediately removed from service, given the name of a SAP, **and will be terminated.**

EXHIBIT C

Drug and Alcohol Clearinghouse

As of January 6, 2020, the company will collect and report information with the DOT Commercial Driver Drug and Alcohol Clearinghouse that includes the following information.

- A verified positive, adulterated, or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to any required test;
- An employer's report of actual knowledge, as defined at 49 CFR 382.107;
- On duty alcohol use pursuant to 49 CFR 382.205;
- Pre-duty alcohol use pursuant to 49 CFR 382.207;
- Alcohol use following an accident pursuant to 49 CFR 382.209; and
- Controlled substance use pursuant to 49 CFR 382.213;
- A substance abuse professional (SAP as defined in 49 CFR 40.3 of this title) report of the successful completion of the return-to-duty process;
- A negative return-to-duty test; and
- An employer's report of completion of follow-up testing.

Any questions regarding the Drug and Alcohol Clearinghouse should be directed to the company Designated Employer Representative.

Note: Testing and collection procedures will be conducted as set forth by 49 CFR Parts 40 (as amended) & 655 & 382. The information on the following pages is meant for general information only for employees. Any questions regarding reference to the regulations should be directed to the policy section of this handbook. A copy of 49 CFR Part 40 is available for review to each employee upon request to their local manager.

This is a “Zero Tolerance” policy and any reference to return to work after a positive test result does not apply to employees affected by this policy. The DOT/FTA/FMCSA do not mandate that employees be given a “second chance”.

Pre-Employment Testing

1. The FTA and FMCSA regulations require that all applicants for employment in safety-sensitive positions or individuals being transferred to safety-sensitive positions from NON- safety-sensitive positions must be given a pre-employment drug test.
2. Applicants may not be assigned to safety-sensitive functions unless they pass the drug test.
3. Applicants must be informed in writing of the testing requirements prior to conducting the test. **The Company will require applicant to sign a form acknowledging that they know that their urine will be tested for Cocaine, PCP, Amphetamines, Marijuana, and Opioids.**
4. Appropriate personnel at each location will schedule appointments for collection. The employee must be made aware that their placement into a safety sensitive position is contingent upon a negative test result.
5. It is the responsibility of the applicant to report to the collection site at the time and day scheduled.
6. Positive test results must be reviewed by the MRO.
7. Applicants with positive test results are notified by the MRO of the laboratory results and are given an opportunity to discuss the results.
8. Applicants who test positive will not be hired into a safety-sensitive position.
9. An applicant whose pre-employment test results are negative will continue through the safety-sensitive hiring process.
10. Applicants will be asked whether he or she has tested positive, or refused to test on a pre-employment drug or alcohol test while trying to obtain safety-sensitive transportation work from an employer covered by DOT agency during the past two years (FTA)/three years (FMCSA). If applicant admits that he or she had a positive test or a refusal to test, the Company will not allow the applicant to perform safety sensitive duties unless and until applicant provides documents showing the successful completion of the DOT return to duty process and release from a SAP.

Random Testing Procedures

The FTA/FMCSA regulations require random testing for prohibited drugs and alcohol for all safety-sensitive employees. Random testing identifies those who are using drugs or misusing alcohol but are able to use the predictability of other testing methods to escape detection. More importantly, it is widely believed that random testing serves as a strong deterrent against employees beginning or continuing prohibited drug use and misuse of alcohol. The Company

has developed procedures for notification and collection to best implement the requirements of the federal rules.

These procedures answer common questions regarding random testing: Who is tested? Why are only some individuals tested? When and how do the tests occur?

1. Random drug and alcohol testing applies only to safety-sensitive employees.
2. **Any employee with a CDL, who normally doesn't perform safety sensitive functions, but who may perform those functions, will also be included in the random selection pool.**
3. Random drug and alcohol testing is accomplished by a scientifically valid, tamper-proof, computer-generated selection process. A random list for testing will be generated every month.
4. Employees are chosen in an unannounced, unpredictable manner. No employee will be removed from the random pool following the next selection, and every employee will continue to be subject to random selection throughout the year. Every employee in the random pool has an equal chance of being selected every time. Employees are only removed from the random pool when they are in rehabilitation programs, terminated or permanently transferred to a non-safety-sensitive position, or expected to be out for at least 90 days or more.
5. Random testing will be conducted on all shifts, all times of day, and all days of the week throughout the calendar year. No shift is exempt from testing.
6. Random drug testing may be conducted concurrently with random alcohol testing or at any time during an employee's shift. Random alcohol testing will be conducted just before the employee is scheduled to perform a safety-sensitive function, while the employee is performing safety-sensitive functions or just after the employee performs a safety-sensitive function. The employee must proceed to the test site immediately after being notified that he or she has been selected for testing in the allotted time given.
7. For both Maintenance and Operations (Drivers) the designated Manager in each location will be notified which employees have been selected for testing. Once an employee is notified of his/her selection, he/she must report immediately for the test. Failure to report after notification constitutes a refusal to test. (see procedures for random test notification)
8. Employees will be notified where to report for collection, when to stop work and report to the collection site and who will relieve them, if necessary.
9. The employee must submit to a drug and/or alcohol test. Failure to cooperate with the collection procedure in any way constitutes a refusal to test which has the same consequences as a positive test result.
10. The employee is in a paid status throughout the random testing procedure. The time traveling to and from the testing facility and time spent in connection with providing the specimen for testing is considered "On Duty" time for Hours of Service requirements. Employees will be removed from duty if the results of the drug test are positive **and the employee will be terminated.**
11. If both alcohol and drug tests are being given, the breath alcohol test will be performed first. Immediately thereafter, the urine sample will be collected for the drug test.

12. If there is a confirmed breath alcohol test of between .02% and .039% (inclusive), the employee will be relieved from duty immediately for a minimum of: eight (8) hours under the FTA regulations, and a minimum of 24 hours under the FMCSA regulations.
13. If there is a confirmed positive breath alcohol test (.04% or above), the employee will be given the name of a SAP **and terminated**.

Procedures for Random Test Notification

1. A Company representative triggers the selection list of the month's safety-sensitive employees to be scheduled for testing.
2. The Company then schedules the testing. A manager will review work schedules, including planned absences when known, to develop a best available time to perform the tests. The local manager will coordinate the testing schedule with the collector.
3. In developing testing times, the goal will be to minimize the impact in service. Testing will be conducted using the following priority periods:
 - Before work,
 - During split time,
 - After work/shift is completed
 - During work, with standby personnel relief.
4. During work, without relief (if no other time is possible).
5. Notification of Employees- A Company representative will notify each safety-sensitive employee that s/he has been selected for testing. Each employee who is selected is to report to the test site immediately.

The employee cannot "go off sick" or on vacation or leave of absence after notification.
6. Collection site personnel shall report "unreasonable delays" to the DER (Designated Employee Representative) as employees are required to immediately report to the collection site following notification. Failing to report to the collection site within a reasonable allotted time constitutes a refusal to test.
7. The DER shall confirm with the Regional, Divisional, or Operations Manager that the employee was notified.
8. The DER shall notify the proper management official if an employee fails to report for testing after notification.
9. An employee who fails to report for testing shall be removed from duty immediately. If employee is determined to have "refused to test" he/she faces the same consequences as testing "positive" for drugs/alcohol and will be given the name and number of a SAP and **terminated from employment**.

Collection Procedures for All Tests

All collection procedures shall be performed in accordance with 49 CFR Part 40. Upon notification of a test under this policy:

1. The employee must report to the collection site immediately after notification.
2. The employee shall provide photo identification to collection site personnel. Supervisors will verify the identification of employees without photo identification and may photograph the employee if necessary.

3. The employee must comply with all collection procedures.
4. The employee must follow the directions of the collection staff to ensure that an unadulterated urine specimen is collected and/or the breath alcohol test is completed.
5. The employee will be in a private enclosure and unobserved unless a direct observed collection is determined to be needed by the MRO, the local DER, or the collector.
6. The employee must supply at least 45 ml of urine (approx. 1 ½ oz). If the employee gives an inadequate amount of urine or if the employee is unable to give a sufficient urine sample collection site staff shall provide the individual with no more than 40oz of fluid to drink during a period of up to 3 hours. The employee will attempt to provide a complete sample using a fresh container. If the required amount is provided, the collection staff will continue with collection process. If the employee is still unable to provide an adequate specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection staff must discontinue the collection, note the facts on the "remarks" line of the CCF, and immediately notify the DER.

Shy Bladder –

The term "shy bladder" refers to a situation when the employee does not provide a sufficient amount of urine (45 ml) for a DOT required drug test. If an employee tells the collector, upon arrival at the collection site, that he or she cannot provide a specimen, the collector must still begin the collection procedure regardless of the reason given and direct the employee to make the attempt to provide the specimen.

The employee must be monitored during this time. If the employee leaves the collection site or refuses to make the attempt to provide a sufficient urine specimen, this is considered a refusal to submit to a test.

Failure to produce a sample of urine will result in an immediate referral for an evaluation from a licensed physician within 5 days who can determine in his or her reasonable judgment the safety-sensitive employee's inability to provide an adequate amount of urine. If no medical reason is found substantiating an inadequate sample, the incident will be treated as a "refusal to test" and will carry the same consequences as a positive test result.

1. **It is Company policy that any employee who does not provide a valid specimen during a collection for a test will remain off duty until the employee is cleared from the MRO that the employee had a valid medical reason.**
2. If the employee fails to provide an adequate amount of breath for the breath alcohol test, a second attempt will be made. If the Employee, after multiple attempts, fails to produce a sample, the Breath Alcohol Technician (BAT) shall so note in the "Remarks" section of the breath alcohol testing form and immediately inform the DER. The DER will instruct the employee to obtain, as soon as possible but within 5 days after the attempted provision of breath, an evaluation from a licensed physician who is acceptable to the employer concerning the employee's medical ability to provide an adequate amount of breath.
3. Whenever there is reason to believe that a particular individual has altered or substituted the urine specimen, a second specimen shall be obtained as soon as possible under direct observation of a same gender observer. Reasons may include; temperature of the specimen out of normal range, bluing agent in the specimen.

Substituted Specimen- A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

Adulterated Specimen- A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

4. If the breath alcohol screening is 0.02 or greater, the breath alcohol technician will wait at least 15 minutes and a maximum of 30 minutes before administering the confirmation test. Even if more than 30 minutes have passed the BAT will still conduct the confirmation test.
5. To ensure that the test results are attributed to the correct covered employee; both specimen bottles must be sealed and labeled in the presence of the donor. The labels must be printed with the same specimen identification number as the custody control form and are attached to the specimen bottles. The donor initials the labels on the vials verifying that the specimen is his or hers.

Reasonable Suspicion Testing Procedures

1. Supervisors and managers receive training in order to identify behaviors that might be indicators of drug use and/or alcohol misuse. Training includes the procedures for how to deal with employees suspected of drug use and/ or alcohol misuse.
2. If a supervisor observes an appearance, behavior, speech pattern, or body odor of the covered employee that might be indicative of drug use and/or alcohol misuse, he/she directs the employee to stop work and escorts the employee to an area to be questioned and observed in private.
3. The supervisor completes the Reasonable Suspicion Incident Report. The supervisor must ensure that the employee does not continue to operate in a safety-sensitive function after identified for reasonable suspicion testing.
4. If there is a decision to test based on observable symptoms, the employee is ordered to submit to a drug and alcohol test and is escorted to the collection site.
5. The employee is on paid status until the test collection is completed. **Employee will remain off duty until a negative drug and alcohol test is received.** To the greatest extent possible, arrangements shall be made to have him/her transported home and employee should not be allowed to leave on his/her own recognizance.
6. If there is a confirmed breath alcohol test of between .02% and .039% (inclusive), the employee will be relieved from safety-sensitive duty immediately for a minimum of eight (8) hours under the FTA regulations, and a minimum of 24 hours under the FMCSA regulations. **Additionally, the employee will be subject to discipline, up to and including termination.**
7. If there is a confirmed positive breath alcohol test (.04% or greater) and/or confirmed positive drug test, or refusal to test, the employee shall be provided the name and number of a SAP and the employee **will be terminated.**
8. If the employee's drug test is confirmed negative by the MRO and/or the BAT test is below 0.02 the employee will be allowed to return to work **and will be paid for any time missed.**

Post-Accident Testing Procedures

FMCSA

For employees subject to the FMCSA regulations:

The surviving driver will be tested when:

- (1) there is fatality; or
- (2) the driver is cited for a moving violation AND either:
 - a) the vehicle is towed from the scene; or
 - b) someone is medically evacuated from the scene.

Post-accident alcohol tests required by the FMCSA must be administered within two hours following the accident. If not, the Company must prepare and maintain on file a record stating the reasons the test was not promptly administered. If a post-accident alcohol test required by the FMCSA is not administered within eight hours following the accident, the Company will cease attempts to administer the alcohol test and must prepare and maintain the same record. Records will be provided to the FMCSA upon request.

Post-accident controlled substance tests required by the FMCSA must be administered within 32 hours following the accident. If not, the Company will cease attempts to administer that test, and prepare and maintain on file a record stating the reasons the test was not promptly administered. Records will be provided to the FMCSA upon request.

Any driver subject to FMCSA post-accident testing shall remain readily available for such testing or may be deemed by the Company to have refused to submit to testing. The FMCSA regulations do not require the delay of necessary medical attention for injured people following an accident, and do not prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

The Company will provide drivers with necessary post-accident information, procedures and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the FMCSA's post-accident testing requirements.

The results of a breath or blood test for the use of alcohol, conducted by Federal, State, or local officials having independent authority for the test meet FMCSA post-accident requirements provided such tests conform to the applicable Federal, State or local alcohol testing requirements, and that the results of the tests are obtained by the Company.

The results of a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test meet FMCSA post-accident requirements provided such tests conform to the applicable Federal, State or local controlled substances testing requirements, and that the results of the tests are obtained by the Company.

If the driver refuses to be tested, or the breath alcohol test is .04 or greater, or if the drug test is confirmed positive, the driver will be immediately removed from duty and will be referred to a qualified SAPs, **and the driver will be terminated.**

FMCSA post-accident testing is not required and does not apply to:

- (1) An occurrence involving only boarding or alighting from a stationary motor vehicle;
or
- (2) An occurrence involving only the loading or unloading of cargo; or

(3) An occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle by an employer unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded.

FTA

The FTA regulations require testing for prohibited drugs and alcohol in the case of certain public transportation accidents. Post-accident testing is mandatory for accidents where there is a loss of life and for other non-fatal accidents.

1. The supervisor ensures that all injured people receive proper medical care. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
2. The supervisor determines whether the accident meets FTA criteria using the Company's "Post Accident Decision Checklist Form".
3. If the accident meets the FTA/DOT criteria a DOT post-accident drug and alcohol test will be conducted immediately. The employee will be taken to the collection site and tested as soon as practicable following the accident. The employee should remain readily available for alcohol testing up to 8 hours and for drug testing up to 32 hours after the accident, including notifying his/her supervisor of his/her location or he/she may be deemed to have refused to submit to testing if he/she does not make him/herself readily available for testing.
4. Once the tests have been completed the employee will remain off duty until a negative drug and alcohol test is received.
5. If the employee is not tested within two hours for alcohol, the supervisor must document the reason for the delay, and if test is not conducted in 8 hours, the DER shall cease all further attempts and update the records as to the reason(s) why the test was not completed. If 32 hours have passed, the DER shall cease all further attempts to complete the drug test.
6. If the employee refuses to be tested, or the breath alcohol test is .04 or greater, or if the drug test is confirmed positive, the employee is immediately removed from duty, the SAP will find them the qualified SAPs closest to their area, and **will be terminated**.

FTA Post -Accident Testing Criteria

It should be noted that a post-accident test is given because the incident meets the criteria listed below. It is NOT a probable cause or reasonable suspicion test. An accident (§ 655.4) is defined as an occurrence associated with the operation of a vehicle in which:

1. An individual dies.
2. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident.
3. With respect to an occurrence in which the public transportation vehicle involved is a bus, van or automobile, one or more vehicles incurs disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, “disabling damage” means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs.

(Inclusions) Disabling damage includes damage to vehicles that could have been operated, but would have been further damaged if so operated.

(Exclusions) damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, tail-lights, turn signals, horn, or windshield wipers that makes them inoperative.

4. With respect to an occurrence in which the public transportation vehicle involved is a rail car, trolley car, trolley bus, or vessel, the public transportation vehicle is removed from operation.
5. The FTA has determined that “**LIFTS**” constitute equipment used in revenue service and their operation is essential to the operation of the vehicle and protection of public safety, their operation shall now be included in the accident definition.

To determine if a test should be administered under this section, always use the Company’s “Post Accident Decision Checklist”. This form should be used for all accidents in determining whether a test will be done under DOT authority.

PROHIBITED DRUGS AND ALCOHOL MISUSE

A study conducted showed 75 percent of illicit drug users 18 and older are employed, which amounts to about 10 million U.S. workers. On a daily basis, based on 250 work days in a year, at least 42,000 Americans are coming to work stoned or are getting "high" while on the job.

Studies and statistics show that:

1. Every 23 minutes a death occurs as a result of a drug or alcohol related accident.
2. A typical abuser is:
 - a. Late to work 3 times more often
 - b. Requests twice as much time off
 - c. Is absent 2 1/2 times more than average
 - d. Uses 3 times as many sick benefits
 - e. Collects 5 times as much worker's comp
 - f. Has 300% higher medical costs/benefits

If these statistics haven't convinced you that the problem is serious, let's look at a few more.

A national survey once reported that:

1. 19% of all children over the age of 12 had used some type of illegal drug
2. 65% of 18 to 25 year olds had used some type of illegal drug
3. 30 to 40 million Americans stated they had used cocaine
4. By age 17, 70% of American teenagers had tried alcohol

As you can see, drug and alcohol abuse is a serious problem, having a major effect on all our lives. Even though you may not be abusing drugs or alcohol, you are affected by the results of drug and alcohol abuse in our society. You pay higher medical costs to help cover the costs for abusers who cannot afford the cost of treatment. You pay higher insurance costs to help fund the drug and alcohol abuse programs paid for by insurance companies. The material and services you buy cost more because of decreased worker productivity, as well as increased cost to employers.

This section is designed to provide you with a brief overview of the seriousness of using controlled substances and alcohol. It also provides education on the signs, symptoms and effects of the illicit drugs that you will be tested for. Your employer has taken great measures to assure you of a safe working environment. Please review this booklet in its entirety to educate yourself on drug and alcohol in the workplace. When you have completed reading this material, you will better understand the need for a drug-free workplace.

The drugs for which you will be subject to testing include:

- Amphetamine
- Cocaine
- Marijuana
- Opioids
- Phencyclidine (PCP)
- Alcohol (by evidential breath testing device only)

Facts about Amphetamines

Amphetamines (methamphetamine, MDMA-ecstasy) are central nervous system stimulants. They tend to make people “hyper” and “jumpy”. They can be taken either orally or injected. They are often used by people to stay awake and to counteract the effects of drowsiness. They are especially dangerous to take while performing safety-sensitive tasks or driving.

Ecstasy, MDMA (3,4 methylenedioxymethamphetamine), is a synthetic, psychoactive drug that is chemically similar to the stimulant methamphetamine and the hallucinogen mescaline. MDMA causes an increase in serotonin which plays an important role in the regulation of mood, sleep, pain, appetite, and other behaviors.

Some heavy MDMA users experience long lasting confusion, depression, and selective impairment of working memory and attention processes. Ecstasy users make extremely dangerous drivers. They can exhibit the same impairments as amphetamine, heroin, cocaine, and hallucinogen users.

Signs and Symptoms of Amphetamine Use

- ◆ Hypersensitivity
- ◆ Exhaustion
- ◆ Dilated Pupils
- ◆ Grinding teeth
- ◆ Loss of appetite and immediate weight loss
- ◆ Dry mouth
- ◆ Excessive talking

Effects on Person

- ◆ More likely to take risks
- ◆ Impaired judgement

Facts about Cocaine

Cocaine also stimulates the central nervous system. It gives the user an intense feeling of well-being, or euphoria, known as a “high”. The “high” will last for 10 to 60 minutes. A more potent form of the drug called “crack” cocaine is especially addicting and dangerous. Although it’s “high” lasts only about 5 to 8 minutes, “crack” cocaine can be addicting after only one use, and cause death the first time it is used. Cocaine can be injected, snorted, or free-based. Snorting is sniffing the drug up the nose, and free-basing is done by heating the drug and inhaling the vapors.

Signs and Symptoms of Cocaine Use

- ◆ Mood swings
- ◆ Weight Loss
- ◆ Restlessness: Difficulty sitting or standing in one place
- ◆ Depression
- ◆ Nose bleeds
- ◆ Irritable, angry, nervous, angers easily
- ◆ Bad breath
- ◆ Euphoric feeling
- ◆ Running nose, uncontrollable sniffing

Effects on Person

- ◆ Slowed reaction time
- ◆ Distorted vision and depth perception
- ◆ Slow to make decisions
- ◆ Unable to correctly measure time and distance

Facts about Marijuana

Marijuana is a depressant and mind altering drug. Marijuana does not depress the central nervous system's reaction, it works on the brain. Mind altering means it causes hallucinations. It can be eaten or smoked. Street names for marijuana are "dope", "grass", "joint", "hash", or "hooch".

Tests have shown that people's reflexes and thought processes are slower under the influence of marijuana. The effects of this drug are longer lasting than first thought. In fact, impairment can last more than 24 hours after using marijuana. The body actually stores the drug for days, weeks, and in some cases, months, depending on the frequency of use.

Signs and Symptoms of Marijuana Use

- ◆ Dilated pupils
- ◆ Slowed reflexes
- ◆ Giddiness
- ◆ Slowed thinking
- ◆ Moodiness
- ◆ Trance-like state
- ◆ Impaired vision
- ◆ Reduced feeling of pain
- ◆ Odor of burning

- ◆ Short-term memory loss
- ◆ Loss of concentration
- ◆ Unable to sleep after prolonged use

Signs to look for

- ◆ Cigarette rolling paper
- ◆ Dried plant material, either crumbled or pressed
- ◆ Roach clip (device to hold joint)
- ◆ Hash pipe (very small pipe)

Facts about Opioids

Opioids are classified as a narcotic analgesic. They tend to have a sedating, calming effect, and act as a depressant to the central nervous system. Opioids are more commonly known as morphine, codeine, heroin, oxycodone, oxymorphone, hydrocodone and hydromorphone. Street names for opioids are “junk”, “smack”, “horse”, and “brown sugar”. Opioids are prescribed by doctors to relieve pain, but they are used by the abuser to relax or “escape the real world”. They can either be taken orally, injected or smoked.

When the drug is injected, the user feels an immediate “rush”, usually followed by a very relaxed and soothing feeling. However, some opiates can cause very unpleasant side effects such as nervousness, nausea, and restlessness, and if taken in excess, may cause coma or death.

Signs and Symptoms of Opioid Use

- ◆ Mental confusion
- ◆ Slurred speech
- ◆ Unsteadiness
- ◆ Hostility
- ◆ Memory loss
- ◆ Drowsiness
- ◆ Excess talking
- ◆ Euphoria
- ◆ Depression
- ◆ Short attention span
- ◆ Cold, moist or bluish skin
- ◆ Reduced feeling of pain

Effects on Person

- ◆ Lack of concentration – Day dreaming
- ◆ Distorted sense of time and distance
- ◆ Distorted vision

Facts about Phencyclidine (PCP)

Phencyclidine, commonly called "Angel Dust", is known as a dissociative anesthetic. Users of PCP may experience hallucinations and signs of intoxication. They may not be able to focus their attention or will experience confusion and lack of coordination.

Although PCP has immediate short term effects, it is also known for its long term effect of causing psychotic behavior often associated with violent acts. Other street names for PCP include "hog", and "crystal". PCP may be smoked, snorted or injected.

Signs and Symptoms of PCP Use

- ◆ Delusions
- ◆ Confusion
- ◆ Panic
- ◆ Increased blood pressure
- ◆ Anxiety
- ◆ Flashbacks

Effects on Person

- ◆ More likely to take risks
- ◆ Impaired coordination
- ◆ Aggressive actions

Facts about Alcohol

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- ◆ Dulled mental processes
- ◆ Lack of coordination
- ◆ Odor of alcohol on breath
- ◆ Possible constricted pupils
- ◆ Sleepy or stuporous condition
- ◆ Slowed reaction rate
- ◆ Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12oz], whiskey [1oz], or wine [6oz glass] over time may result in the following health hazards:

- ◆ Decreased sexual functioning
- ◆ Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic")
- ◆ Fatal liver diseases
- ◆ Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma.
- ◆ Kidney disease
- ◆ Pancreatitis
- ◆ Spontaneous abortion and neonatal mortality
- ◆ Ulcers
- ◆ Birth defects (up to 54% of all birth defects are alcohol related).

Workplace Issues

- ◆ It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- ◆ Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- ◆ A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.



**ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING
OF COACH USA, INC.'s DRUG AND ALCOHOL POLICY**

I, _____, the undersigned, hereby
Print Full Name

acknowledge that I have received a copy of Coach USA, Inc.'s Drug and Alcohol Policy mandated by the U.S. Department of Transportation, Federal Transit Administration, and the Federal Motor Carrier Safety Administration. I understand this policy is required by 49 CFR Parts 40, 382, and 655. Any provisions contained herein which are not required by 49 CFR Parts 40, 382, and 655, that have been imposed solely on the authority of the Company are designated as such in the policy document.

I further understand that receipt of this policy constitutes a legal notification of the contents, and that it is my responsibility to become familiar with and adhere to all provisions contained therein. I will seek and get clarification for any compliance with all provisions contained in the policy. I also understand that compliance with all provisions contained in the policy is a condition of employment.

I further understand that the information contained in the approved policy dated June 2018 is subject to change, and that any such changes, or addendum, shall be disseminated in a manner consistent with the provision of 49 CFR Part 655 and 49 CFR Part 382.

I further acknowledge that I have been advised of the consequences for employees who violate the testing requirements and information concerning the effects and alcohol misuse and controlled substance abuse on health, work and personal life.

Signature of Employee

Date

Print Name



ATTACHMENT 5

COACH USA VEHICLE MAINTENANCE PROGRAM

Vehicle Maintenance Plan & Schedule

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A. Maintenance Plan Introduction

Coach USA is committed to maintaining a fleet of safe and reliable vehicles for all contracted operations. The policies and procedures outlined in this document will ensure all assigned vehicles are kept in top operating condition and the out-of-service time by following an in-depth preventative maintenance schedule. Please keep in mind that this document is not all-inclusive. When new vehicles are received from the manufacturer, we will review the manufacturer's preventative maintenance schedule and incorporate it into your overall maintenance plan. Consequently, the vehicle(s) provided by our clients will need to last for many years. This document offers guidance on how to properly maintain the vehicles and provide a format for safety and mechanical inspections. Coach USA corporate staff conducts periodic visits to each operating location to ensure a comprehensive preventative maintenance program is in place.

Coach USA complies with the requirements of the Federal Motor Carrier Safety Regulations in its transportation operations and its maintenance operations. We intend to utilize the Butler Motor Transit maintenance personnel and professional vehicle maintenance providers in the surrounding area to maintain the fleet on the schedule established by the vehicle manufacturer. Our General Manager will be responsible for ensuring that the vehicles and maintenance meet the goals and objectives stated in our maintenance plan.

B. Maintenance Program Goals & Objectives

Our priority goal is to ensure that assets of Butler Transit Authority (BTA) are protected and maintained so that they reach their maximum useful life. To that end, the facility vehicles, and equipment used in support of BTA's fixed route transportation services by Butler Motor Transit will be maintained at or above the specifications provided by BTA and the manufacturer.

Goals

- Safety "first" in all actions concerning maintenance.
- Maintain vehicles, at a minimum, in accordance with their manufacturers' maintenance guidelines for service.
- Ensure each vehicle is operating at peak efficiency to maximize vehicle life.
- Manage Preventative Maintenance and repair activities to promote the reliability of the service by minimizing service interruptions due to vehicle or equipment failure.
- No loss of accessibility due to equipment failure.
- Maintain vehicle exterior and interior appearance in a clean condition.
- Maintain a readily accessible system of permanent vehicle maintenance records.

Objectives

Specific maintenance objectives include the following:

- Completing one hundred percent (100%) of all preventative maintenance inspections.
- HVAC system will be fully operational at all times.

- Repairing major vehicle body damage (interior or exterior) will be performed within twenty-one (21) days of occurrence.
- Repairing minor vehicle body damage (interior or exterior) such as scratches or damaged decals within sixty (60) days of occurrence.
- Replacing or repairing seat damage within forty-eight (48) hours of occurrence.
- Repairing safety related equipment immediately upon notice and inspection, including:
 - Brakes
 - Steering components
 - HVAC systems at all times
 - Emergency exits/doors/windows
 - Communications Equipment
 - Other conditions required by Federal or State regulations
- Perform Preventative Maintenance Inspections (PMI) within manufacturer OEM guidelines.
- Complete all PMIs on time, defined as within 500 miles of the PMI interval.
- Establish clear performance standards to benchmark maintenance.
- Ensure a safe environment through strict adherence to shop safety practices and OSHA guidelines.
- Maximize preventative maintenance effectiveness and minimize corrective maintenance.
- Improve maintenance efforts continuously through evaluating data to determine potential issues involving components, inspection processes and staff.
- Invest in maintenance providers who offer in-service, factory and Automobile Service Excellence (ASE) training.
- Audit maintenance functions routinely for performance and adherence to standards.

These objectives describe our approach to maintenance and will form the basis of our maintenance program.

C. Maintenance Staffing and Training

Coach USA will provide maintenance staff sufficient to ensure that all vehicles are maintained at a level that exceeds industry standards.

Training

Mechanics' knowledge and skills are continuously upgraded through use of various special one to three-day courses, offered by bus manufacturers and other major component providers.

Basic maintenance training includes a demonstration of all tools, equipment and technology, and review of all safety procedures and hazmat requirements. Coach USA takes this basic training a step further by expanding the training in the following areas: (including hands-on training)

- Basic repair skills/ preventative maintenance

- Basic electrical training
- Air systems and brakes
- Fuel safety and inspection
- Vehicle electrical systems and multiplex
- Suspension and steering
- Engine service, tune up, and troubleshooting
- Transmission diagnostics and service
- Bus air conditioning and heating
- Basic electrical testing of charging systems
- Brake systems, emergency brake, and interlock systems
- Fuel system safety and inspection
- Vehicle electrical systems and body manufacturer auxiliary systems
- Wheelchair lift inspection and repair
- Air conditioning, cooling, and heating system review
- Tire inspection, inflation, and tread depth review
- Wheel torque specifications

Journeyman and master mechanics will receive specialized training in the following areas:

- **Brake Inspection Certification Training:** Only B-level mechanics and above will be permitted to perform brake inspections. This training is critical to ensure proper brake inspection procedure are followed.
- **Wheelchair Lift Training:** Performed on-site by vendor to ensure maintenance personnel have specific training on this important equipment. Training includes preventative maintenance inspection of lifts and proactive steps that can be taken to increase their useful life.
- **Air Conditioning and Refrigerant Training:** This will be conducted by third party training through the Universal Technical Institute (UTI), as well as specific local vendors.

D. Preventative Maintenance

Preventative Maintenance is essential to every effective maintenance program as it helps to ensure maximum vehicle reliability, safety, and longevity. It entails performing regularly scheduled maintenance procedures in order to minimize malfunctions, rather than simply making repairs when something goes wrong. It also involves performing necessary repairs promptly to prevent further damage and maintain vehicle safety. While PM may be more expensive in the short run, it will likely result in the lowest overall life cycle costs when all vehicle related expenses are considered.

Preventative Maintenance Program Elements

A successful PM program consists of a number of different elements. The following discussion highlights these elements and the issues that should be considered when developing the location's PM program.

Vehicle Inspection Program

Prior to each pull-out, the Operator conducts a pre-trip inspection of the vehicle in accordance with Coach USA policy. At pull-in, the Operator performs a post-trip inspection identifying any vehicle defects noted

while in service or during a general walk-through of the bus. Coach USA provides ten (10) minutes prior to the required departure time to ensure that Operators have sufficient time to conduct a thorough inspection. Upon inspecting the bus, each Operator completes a Daily Vehicle Inspection Report (DVIR).

We consider this an important part of the overall maintenance program and adherence to these procedures critical to the safe operation of the vehicle. Any safety will require the Operator to use another vehicle.

DVIRs are turned in to the Supervisor after each pull-in. The Supervisor reviews DVIRs for reported defects and reports them to maintenance department which generates repair orders and assigns repairs to mechanics.

Our Operators have both a professional and legal duty to conduct a proper pre-trip inspection. We do not accept casual or cursory inspections and control our quality by performing regular random comparisons of DVIRs with our own inspections. Any deficiencies found result in retraining and, eventually, progressive disciplinary action.

To minimize potential service delays, our service personnel assist Operators during pullout, and make any minor repairs or adjustments before the vehicle begins service. A mechanic performing maintenance on a vehicle will place it on hold until completion of the repairs. Preventing safety defects is always our highest priority, and therefore staff members do not dispatch any vehicles with safety-related defects. The service staff ensures that an adequate number of vehicles are clean, fueled and ready for backup use at all times during revenue service hours.

Drivers will also perform post trip inspections to ascertain the condition of their vehicle, both inside and out. Any lost articles found on the bus at the end of the day will be stored in Dispatch, and logged with the date, bus number, route and driver. After 60 days, lost and found items will be donated to a local charity.

Pre-Trip/Post-Trip Inspections

An important aspect of preventative maintenance is the establishment of strong communication between drivers and management. An easy way to ensure and document this communication link is through the use of the driver's daily vehicle inspection checklist.

Each vehicle must have blank copies of the checklist on-board for the drivers to conduct the inspection. The driver must identify any defects and report them to the program manager before driving the vehicle. If a problem arises during the shift, the driver should add comments to the checklist. All checklists are to be maintained in the vehicle's permanent file.

NOTE: When malfunctions and/or defects are detected which threaten safe operating performance, the vehicle will not be used to transport persons until defects are corrected.

The pre- and post-trip inspection forms shall be legibly completed and signed by the vehicle driver. Pre-trip inspections should include as a minimum:

- Cleanliness: Properly maintained and free of loose articles.
- Lights and reflectors: High/low beams, tail lights, turn signals,

- 4-way hazard flashers, marker lights, license plate light and reflectors should be cleaned as needed.
- Brakes: Both foot and emergency brakes should be capable of effectively stopping or restraining the vehicle. Brake pedal should be firm after 1-2 inch free-play on a single down stroke. No noises, vibration or steering changes should result from applying the brakes while moving.
- Horn: Gives an adequate and reliable warning signal.
- Windshield, washer, wipers and defroster: Surfaces must be clean and unobstructed, inside and outside. Washer reservoirs are to be filled as needed.
- Mirrors: All rear vision mirrors must be clean, properly adjusted and unobstructed. Outside mirrors must be mounted on both sides.
- Tires: Must be of adequate load capacity when vehicle is fully loaded. Tires shall be inflated to recommended pressures and compatible with each set (i.e., all radials or all bias ply; no mixed sets.) Tire wear surfaces and sidewalls shall be inspected daily for debris, damage, and wear. Tires shall be replaced prior to revealing the "wear bars" between the treads at the contact surface.
- Speedometer: Shall be operational and accurately record speed.
- Seat Belts: If the vehicle has seat belts, they must be in good operating condition and used by all passengers and drivers. Wheelchair passenger restraints and securement systems shall be fully operational.
- Doors: Capable of being opened, shut, and locked as required.
- Fluids: All fluid levels must be checked each time the vehicle is fueled and maintained at the manufacturers recommended operating levels. This includes engine coolant, oil, brake fluid, power steering fluid, transmission fluid and washer solvent.
- Wheelchair lifts: Check operating and structural condition by operating through complete cycle.
- Emergency Equipment: Should be present and operational (**Must meet each agency's policies**):
 - Flares
 - Fire Extinguisher
 - First Aid Kit
 - Flashlight w/ batteries
 - Reflective Triangle
 - Reflective vest for drivers

Preventative Maintenance Inspection Details

The preventative maintenance inspection is a program of routine checks and procedures performed on a scheduled and recurring basis to avoid breakdowns and prolong equipment life.

The "A" inspection designed for the inspection, service and monitoring of certain items at predetermined times and to identify any possible defects or deficiencies which might have occurred, and to make minor adjustments as necessary, including certain items which should be inspected and serviced as indicated.

The "B" Inspection is designed for the inspection, service and replacement of certain items at predetermined times and to identify any possible defects which might have occurred and to make minor adjustments as necessary, including certain items which should be inspected and serviced as indicated.

The "C" Inspection is a technical and performance inspection and is accomplished annually or as need at the interval. The "B" Inspection items are repeated, and additional scheduled items are required to accomplish which was not part of the other inspection intervals.

Maintenance Schedule

Inspection	Miles
A	5,000 mi.
B	10,000 mi.
A	15,000 mi.
C	20,000 mi.
A	25,000 mi.
B	30,000 mi.
A	35,000 mi.
C	40,000 mi.

All (A) Inspections are done according to the A, B, & C schedule and at the regular "A" Inspection intervals.

Interior Inspection

- All Seats/ Seat Belts Condition & Operation
- Doors/ Hinges/ Latches/ Windows & Glass
- Flooring/ Headliner Side Panels
- Mirrors
- Interior Lights
- Warning System/ Horn
- Comfort System
- Starter System/ Automatic Choke/ Back-Up Alarm
- Windshield/ Windshield Wipers/ Washer Unit/ Wiper Blades.
- Windows/ Latches/ Glass

Exterior Inspection

- Exterior Lights
- Exterior Body/ Components
- Tires/ Wheels/ Lug Nuts/ Rims
- Access Doors/ Hinges/ Spring Latches

Service and Operations Inspection

- Engine Oil and Filter
- Ball Joints/ Steering/ Drive Line (Lubricate)
- Battery/ Cables/ Water Levels
- Cooling System
- Air Cleaner/ Filters/ Vacuum Hoses/ Fuel Lines
- Belts/ Hoses/ Wiring
- Under the Hood/ Exhaust System
- Brakes/ Front & Rears/ Braking System
- Operational Check/ Engine
- Transmission Operational Check
- Wheel Bearing/ Drive Shaft
- Shocks/ Springs/ Bushings
- Rear Differential
- Engine Tune-Up
- Change Transmission Fluid/ Torque Converter/ Filter Screen
- Fire Extinguisher/ First Aid Kit/ Safety Triangles
- Wheelchair Lift/ Tie Downs
- License Plates/ Registration/ Operators Manual
- Air Conditioning System Check/ Heater/ Defrost System Check

E. Routine Servicing and Maintenance

Replacement vs. Repair

"If it ain't broke, don't fix it!" is a time-honored cliché and if we could always predict the exact point of any component failure, it would be a reasonable way to operate. However, without such predictability, it makes sense to replace or rebuild certain components prior to failure (whenever there is the data to justify doing so without incurring extraordinary costs).

While this routine replacement concept can be applied to a wide variety of components, it does require that you gain experience with your particular vehicles in your unique environment.

Routine replacement is typically applied to those components where little if any diagnostic aid is available, other than visual inspection. These include items such as:

- fluids (except windshield washer and refrigerant)
- hoses
- belts
- wiper blades

Reactive Vehicle Maintenance

All other vehicle maintenance is performed in response to detected problems. Reactive maintenance cannot be eliminated and is often a function of vehicle miles, fleet age, and preventative maintenance intervals. It

is the intent of the Coach USA maintenance program to minimize this type of maintenance – including road calls. The reactive vehicle maintenance policy is as follows:

- All problems are to be reported, no matter how minor.
- A supervisor, dispatcher, or mechanic shall make an immediate determination whether the vehicle should be removed from service.
- Failures of accessibility equipment shall require prompt resolution. An alternate vehicle or immediate repair will be provided.
- The driver or dispatcher records all detected problems on a Maintenance Record.
- All repairs are documented on the Maintenance Record.
- Road calls will be recorded and recognized as breakdowns – a technician will be dispatched within 10 min of a call. If tow service is required, the technician will stay with the vehicle until the tow service arrives. Any vehicle that is towed in or that comes in with a complaint will be triaged within 2 hours of arriving at the repair facility – this process will help to expedite the repair process and minimize down time.

The shop Maintenance Manager will perform a breakdown analysis on monthly bases. This analysis will help to avoid repetitive breakdown by allowing the MM to recognize a trend in failures in order to minimize future failures. All analyses results will be available to NYU upon request.

F. Vehicle Service and Cleaning

Vehicle cleanliness has always been a priority for Coach USA, even before the COVID-19 pandemic. Protecting public health is of the utmost importance. We will divide our full vehicle complement into a daily cleaning schedule. Each vehicle will have a major cleaning at the interval required by the contract, and an interior cleaning every day. Forms will be used for documenting cleaning functions. We are committed to providing clean vehicles at all times.

Zep Assure Armor Program (ZAAP)

The Zep Assure Armor Program (ZAAP) is an advanced cleaning and disinfection program instituted by Coach USA at our subsidiary locations. We would propose to include this program with the school bus fleet upon the successful contract award.

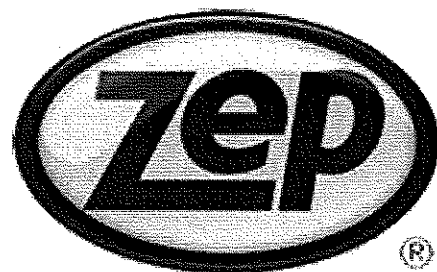
The ZAAP cleaning program is based on three steps: clean, disinfect, and protect.

Step One: Deep Clean

The process starts with a strong cleaner, prioritizing high-touch areas first, cleaning affected surfaces to remove any build up, and attaining biosecurity.

Step Two: Disinfect

The second step involves the use of an EPA-registered disinfectant, following CDC guidelines and standard operating procedures to achieve biosecurity.



The first two steps, after completed currently with step three, are repeated each day to maintain the biosecurity.

Step Three: Protect

Step three works to maintain the biosecurity levels achieve through the first two steps in the process. Step three will only be repeated at least once every six months, as the first two steps work to maintain the biosecurity on the buses.

Coach USA utilizes cleaning products that have been approved by the CDC to eliminate the COVID-19 virus, as well as flu and other bacteria. Our cleaning staff will be equipped with the proper personal protective equipment (PPE), including gloves and masks, to ensure that their health is protected while cleaning the vehicle.

The appearance of the vehicles develops a perception among passengers as well as the non-riding public, about the quality of the service provided. We understand this and will maintain the cleanliness of the vehicles to our highest ability.

All cleanings will be monitored and evaluated by our Operations Manager or supervisors each day to ensure our standards are maintained. Home office staff will also review the interior of each vehicle during their inspection and audit trips.

Vehicle Servicing

In addition to the vehicle cleaning, our staff will perform the following daily service to ensure vehicle reliability and to identify trends prior to them becoming problems. Daily servicing will include, but not be limited to:

- Fueling
- Engine oil, coolant, water and transmission fluid check/add
- Tire inspection (air pressure, tread depth, and wear)
- Brake check
- Lights and flashers check
- Exterior and interior visual inspection

G. Maintenance MIS System/ Recordkeeping

Coach USA will utilize AssetWorks FleetFocus to maintain its vehicle history files, perform trend analyses and manage parts inventory (light maintenance items). The System will allow us to develop track maintenance hours, parts used, frequency as well as develop required reports.

FleetFocus is a web-based interface that maintenance staff can access from one or more workstations in the shop. The software integrates with a several systems including fuel management and mobile/on board/handled inspection tools.

This system enables full management of the vehicle lifecycle; by tracking all vehicle maintenance and repair activities and costs, the system provides an excellent resource in planning and budgeting. It supports management of warranty issues, maintenance improvement campaigns, trend analysis, and

technician training/certification. All preventative maintenance activities, work orders, parts inventory, billing, and performance reporting is managed in this system.

Recordkeeping

Another key to any successful maintenance program is up-to-date, accurate record keeping. While documentation is necessary for purposes of budget and control, good records will also enable you to optimize your PM program by providing:

- The database to enable you to establish proper intervals for routine maintenance and servicing;
- Information on repetitive failures to establish repair and replacement intervals and the performance of rebuilt or after-market parts and of parts and consumables suppliers;
- Early warning of impending major problems through telltale signs, such as increased oil consumption;
- Back-up information for warranty claims (particularly marginal claims near the end of the warranty period where supporting documentation can often be the "clincher" in claim payment); and
- Documentation of any personnel related patterns (e.g., more frequent tire or brake replacement on one driver's vehicle versus fleet average).

The Butler Motor Transit maintenance staff will use checklists during vehicle inspections in order to confirm and document successful completion of all required inspection areas. The forms and any accompanying work orders and parts usage documentation will be retained in the vehicle file as part of the fleet history and used for any warranty claims.

All work orders and vehicle records will be documented in the FleetFocus system and will be made available to NYU staff for review.

H. Warranty Program

Warranties

Vehicle will come with a number of warranties from the chassis supplier, body builder, and major component suppliers. These take many forms but generally include some combination of mileage and time, and will often contain exclusions for "consumable" items, such as brake pads, batteries, and tires. Additionally, warranties generally have stipulations about operating and maintaining the vehicle in accordance with the supplier's specific recommendations.

We will thoroughly examine and become familiar with all the warranties provided with the vehicle when it is delivered. We will make sure that you have read all the fine print. Does your warranty really cover 100 percent of all repair costs for the entire period, or does it only cover full replacement in the beginning with reduced coverage thereafter? What items are specifically included or excluded? What is the trade-off on any extended warranty or service agreement? We will make sure we understand who is going to be responsible for which warranties – is it the vehicle supplier or the local service representative of a component supplier (such as an air conditioning unit or wheelchair lift)?

All vehicles purchased through state contract or competitive bid have warranties which, at a minimum, cover all labor and replacement parts for a period of one year or 12,000 miles (whichever comes first). Warranties cover the basic vehicle and all ancillary equipment supplied with the vehicle (i.e., air conditioner, wheelchair lift, wheelchair tie-down systems, seats, etc.).

No vehicle will be perfect upon delivery and the vehicle manufacturers expect that some adjustments will be needed. Therefore, we plan to take the vehicle to the proper facility to correct these items within the warranty period. We will take care of problems promptly – before they cause major failures (which often occurs after the warranty period). If repairs are not made quickly, the end results are that the vehicle may be out of commission for a longer period of time and Butler Motor Transit would have to pay costly repair bills.

Most repairs can and should be handled by the local auto or truck dealership representing the chassis manufacturer (e.g., Ford, Chevrolet, and Dodge). In order for the warranty to be honored, we must take the vehicle to an authorized representative. If the representative cannot solve the problem to our satisfaction, we will contact the vendor who delivered the vehicle. In most cases, this vendor is the one who submitted the original bids and is most familiar with all aspects of your vehicle (i.e., chassis, body, ancillary equipment, etc.). The vendor will advise us of the proper procedures to follow and the authorized agent to perform needed repairs. If for some reason we are unable to obtain assistance from either the local dealership of the original vendor, Butler Motor Transit will contact VP of Fleet at Coach USA for assistance.

We will use the warranties as a basis for future maintenance activities by ensuring that any required servicing is directly incorporated into our preventative maintenance program (e.g., lubrication schedules for lifts). We plan on reviewing the performance and condition of specific warranty-related items and components at a service interval shortly before any major warranty milestones, in order to ensure that we recoup as much benefit as possible from the warranties.

Warranty Recovery

All warranty recovery and work performed by Butler Motor Transit is documented in vehicle files or stored in separate files for warranty items, such as parts manufacturer and facility equipment.

Once warranty work is performed or warranty work is invoked, documentation of it is placed in the corresponding file for that particular vehicle, part or equipment.

Warranty Procedures for Authorized Dealers

- When a warranty item, parts, repairs or equipment is needed, the Project Manager will contact the manufacturer or authorized repair center to arrange repair/replacement of the warranty item, after the item is determined to be under warranty.
- After the completion of warranty work or replacement of parts by the manufacturer or authorized repair center, documentation is placed in corresponding files.

Warranty Procedures for Butler Motor Transit Work

- In some cases, Butler Motor Transit is able to perform warranty work and replacement of warranty items. Prior to any warranty work/replacement, the Maintenance Manager shall contact the manufacturer/distributor for authorization.

- If authorization is given, work is given to a Mechanic that can do the warranty work and he is responsible for keeping track of all repairs, labor, mileage and parts that are replaced on a work order, for reimbursement submission.
- Once warranty work/replacement is completed, the Maintenance Manager shall send an invoice and a copy of the work order along with defective part(s) when required, to the manufacturer/distributor for reimbursement of all costs. Original work orders and a copy of the invoice will be updated in the corresponding files.

I. Parts Inventory

- Butler Motor Transit will keep inventory on hand to accommodate full PMs (A, B & C) on all vehicles in the fleet.
- Common wear items will be kept in stock, Brakes, Belts, Tires, Wiper Blades, Lights, all fluids, etc.
- Special-Order Parts (SOPs) will be ordered as needed using all local resources to minimize vehicle down time.
- The Min/Max process will be utilized in the parts department once the requirements have been established.
- Butler Motor Transit will use certified parts when making repairs on any vehicle in the fleet
- The Butler Motor Transit parts warranty program is based on manufacturer recommendation and will be followed at all times.
- All warranty repairs will be properly documented and recorded as required and outlined by the vehicle manufacturer.

J. Maintenance Evaluation: Quality Control Process

Measurement of Progress

While thorough documentation of vehicle servicing and repair is essential, reporting and analyzing summaries and trends related to vehicle maintenance are essential for overall program management. An individual vehicle's service record may be of little interest to an executive director or board of directors, but they will likely be interested in knowing the trends such as miles between road calls. It is essential to keep track of factors that affect the public's view of the system and to publicize them within your operation. Such items include:

- Miles between road calls and passenger complaints.

Evaluation of Maintenance

Documentation and evaluation of maintenance activities is the primary means by which the maintenance program can attain its goals. Butler Motor Transit utilizes the following documentation in its maintenance program:

- Vehicle inspection and repair information is transferred to an electronic format via – FleetFocus maintenance program.

- **Parts Log:** A log of the parts used in repairing buses is kept in the Parts Room as well as in the FleetFocus inventory system.
- **Road Call Log:** The Dispatch office keeps track of all Road Calls. Road call tracking is also performed through the FleetFocus system.

Inspection Schedule (vehicles): The inspection schedule is based on the vehicle manufactures recommendations

K. Forms

Preventative Maintenance Inspection Report

Agency _____		PREVENTIVE MAINTENANCE INSPECTION REPORT		Address _____													
City _____ State _____				Zip _____													
Bus ID # _____				Date: _____ Miles _____													
Inspector's Signature _____				Printed Name _____ Employee # _____													
Inspection Type: <input type="checkbox"/> A Inspection <input type="checkbox"/> B Inspection <input type="checkbox"/> C Inspection		Condition Indicators: <input type="checkbox"/> - Okay <input checked="" type="checkbox"/> X = Item was repaired or adjusted <input type="checkbox"/> O = Follow up required <input type="checkbox"/> N/A = Not Applicable															
Item #	Item Description	A	B	C	F	Item #	Item Description	A	B	C	F						
1	Passenger Door & Lift Door Interlock Operation					38	Check Operation of All Lights					71	Air Tank Mounting/Lines & Valves				
2	Standee Line & Warning					37	Fuel Cap and Door					72	Check Exhaust System for Mounting/Leaks/Restrictions				
3	Flooring/ Steps/All Interior Panels					38	All Access Doors/Engine Cover & Latch Operation					73	Underbody/Mounts & Frame				
4	Wheelchair Belts/Floor Anchors					39	Tire Damage & Wear					74	Fuel Tank Mounting & Fuel Leaks				
5	Passenger Seat Belts					40	Check Wheels/Lug Nuts/Valve Stems										
6	Passenger Seat Condition/ Foldaway Seats Operation					41	Check Bumpers for Damage /Mounting/Rear Transition Panel					75	Lift Manufacturer Tag /Month & Year Manufactured /State of FL Certificate				
7	Stanchions & Hand Rails					42	Leveling					76	Check Wiring for Routing/ Chaffing & Loose Conn.				
8	Roof Hatches/Operation						Engine Compartment					77	Check Lift for Damage/ Inspect Lift Anchor Bolts				
9	Emergency Window Operation					43	Clean Batteries Terminal Ends/ Check Electrolyte Level					78	Cycle Lift - Check all Safety Systems including Barriers				
10	Fire Extinguisher/First Aid Kit Emergency Triangles					44	Check Battery Hold Downs/ Cables/Ground Straps					79	Check for Hydraulic Leaks/ Level				
11	Fire Suppression System					45	Record Voltage Output _____ V					80	Clean, Lubricate & Adjust Lift As Necessary				
12	Interior Lights					46	Check Belts/Tensioners & Hoses Air Compressor Mounting										
13	Vehicle Registration/Plates/Manual					47	Check All Fluids					81	Brake Foundation Lining/Rotors/Drums				
14	Brake & Accelerator Pedals					48	Inspect for Leaks					82	L/FRONT % Worn:				
15	Drivers Seat & Belt					49	Test Anti-Freeze Protection					83	R/FRONT % Worn:				
16	Check Rear Door Alarm & No-Start Safety System					50	Check Radial Air Core/Mounts					84	L/REAR % Worn:				
17	Service Brake Operation					51	Check Wiring for Routing/Chaffing & Loose Connections					85	R/REAR % Worn:				
18	Ignition System (Start Engine)					52	Check Engine Mounts										
19	Check All Gauges/Switches					53	Replace Engine Oil & Filter					86	L/FRONT PSI				
20	Check Fast Idle					54	Check/Replace Air Filter					87	R/FRONT PSI				
21	Check Air System Pressures Perform Leak Down Test					55	Check/Replace Fuel Filter					88	R/R Inside PSI				
22	Check Steering Wheel for Damage/Column Tilt Mechanism					56	Check/Clean A/C Filters & Cores/Lines for Routing/Chaffing					89	R/R Outside PSI				
23	Parking Brake Operation					57	A/C Compressor Mounting/Clutch					90	L/R Inside PSI				
24	Back-Up Alarm & Horn					58	A/C Pressure Check					91	L/R Outside PSI				
25	Driver's & Panel Lamps						Chassis/Drive Line					92	L/FRONT PSI				
26	Interior Mirrors/Sun visor					59	Shocks/Springs/MOR/Ryde					93	R/FRONT PSI				
27	Windshield Wipers & Washes					60	Torque Rods					94	R/R Inside PSI				
28	Climate Control System/Fans					61	Check Ball Joints					95	R/R Outside PSI				
29	Fare Collection System					62	Steering Gear/Linkage & Arms					96	L/R Inside PSI				
30	Cleanliness					63	Steering Shaft & Free Play					97	L/R Outside PSI				
						64	Lube Chassis										
						65	Check Drive Shaft & U-Joints					98	Check Engine Performance				
31	Check for Exterior Paint/Damage/Decals					66	Check Differential Oil Level/Clean Breather/Check Axle Seals					99	Check Shift Points				
32	Condition of All Glass					67	Drain & Refill Differential					100	Steering				
33	Wiper Blades & Arms					68	Replace Transmission Fluid/Filter					101	Suspension				
34	Exterior Mirrors					69	Check Front Wheel Bearings					102	Brakes				
35	Check Light Lenses & Reflectors					70	Check Brakes (Pul Wheels)					103	Speedometer				

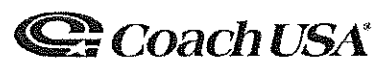
* Lift Must be Serviced Annually at a Minimum to Ensure Compliance With Annual Safety Inspection FAC 14.30.008

Maintenance Record

Comprehensive Maintenance Record
 Vehicle Identification Number _____
 Make / Year _____

Page _____
 Fiscal Year: Beginning ___ / ___
 Ending ___ / ___

Mileage	Fuel Added		Oil Added		Maintenance & Repair	Cost \$	IN		Mechanic Company Responsibilities	Out	
	Gal.	\$	Qty.	\$			Date	Time		Date	Time



Pre-Trip/ Post-Trip Inspection Form

Pre-trip/Post-trip Inspection Form

Unit ID # _____

Date _____

Pre-trip Inspection

Post-trip Inspection

Exterior	OK	Defect	Comments
Headlights			
Tail/Brake Lights			
Turn Signals			
Clearance Lights			
Windshield Wipers			
Fresh Body Damage			
Exhaust System			
Tires/Wheels			
Cleanliness			
Interior			
Gauges/Instruments			
Interior Lights			
Rear Vision Mirrors			
Windshield Wipers			
Blower Fans			
Brakes			
Steering			
Horn			
Passenger Doors			
Cleanliness			
Safety Equipment			
Flares/Triangles			
First Aid Kit			
Flashlight			
Back-up Alarm			
Fire Extinguisher			
Accessibility Equipment			
W/C Lift and Ramp			
Belts & Securement Devices - Proper Number & Condition			
Additional Items			

Driver's Name _____

Manager's Signature _____ Date _____

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ATTACHMENT 6

Safety Program Plan

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Section 1: Policy Statement & Authority

Coach USA and its subsidiaries are committed to providing a safe and efficient transportation system to all customers within its service. This Safety Program Plan affects all levels of our company's activities, to include: contract start-ups, vehicle/fleet planning, employee training and testing, service operations and vehicle maintenance for all Coach USA operating locations. Therefore, all employee and sub-contracted vendors are charged with the responsibility for ensuring the safety of passengers, employees, company property and the general contractors/government agencies that have a contact agreement with Coach USA.

Coach USA's Senior Management Team is responsible to develop, implement and administer a comprehensive and coordinated safety program that includes a plan to identify, prevent, control and resolve hazards of unsafe acts and unsafe conditions in its service divisions and operations. Each of Coach USA's operating locations is also required to develop and implement formal written methods and processes to ensure full compliance with the local requirements of general contractors/government agencies that have a contact agreement with Coach USA.

Under this policy statement, all company leadership, managers, supervisors and safety representatives have the authority to order the immediate cessation of any unsafe activities or operations that present an unacceptable hazard within the system, to conduct unannounced inspections, audits and evaluations aimed at identifying and eliminating hazards and unsafe practices, operations and/or conditions.

X

Linda Burtwistle
Chief Executive Officer

X

Date

1.1 Safety Program Plan

Coach USA developed this Safety Program Plan (SPP) in support of complying with both Maryland public transportation regulations and the Federal Safety & Security Oversight Program (SSO) Standard Manual 725-03-014. The SPP identifies the company's Safety Policy, authorities and responsibilities associated with System Safety for all levels of the company's management, employees, and for all organizations or persons under contract with the company. Coach USA's Safety Department is authorized by the CEO to administer and implement this safety plan throughout the transit operations of the company.

1.2 System Safety Management and Employee Compliance

All company employees are responsible for ensuring Safety compliance as defined in this SPP. Employees are responsible for preserving life and health for themselves and others and the preservation of public and company property.

To ensure that all reasonable standards of integrity are achieved when implementing the requirements of the Safety Program Plan (SPP), all company divisions must provide a current copy of this document to each of their employees and subcontracted vendors for reference. In addition, each general manager shall conduct classroom and field instruction on the contents of this document. All employees participating in the system shall be responsible for understanding its contents and observing the SPP program policies, rules and procedures in all daily operations.

Section 2: Goals, Objectives, and Scope

2.0 Safety Goals

The goal of this document is to provide guidelines that will achieve the highest standard of safety and security for Coach USA operations. The following are the goals established for its Safety Program:

- Develop and maintain a comprehensive, program to identify, assess and control all safety hazards within the company's operations.
- Develop and maintain a high level of safety awareness among all company employees, managers, and subcontracted vendors
- Develop and maintain an effective management and document control plan.
- Develop and maintain SOPs, policies and programs to effectively document and communicate company safety expectations to its sub-contractor vendors.
- Develop and maintain an effective emergency management program to meet Coach USA's contractor responsibilities in emergency preparedness and response.
- Develop and maintain an effective safety and security auditing program for company Divisions.

2.1 System Safety Program Objectives

Coach USA has established the following objectives in order to meet its Safety Goals:

- Ensure that all employees are trained in Safety, including their responsibilities under this SPP document.

- Ensure that Safety is integrated into the fabric of the company's daily operations through inspections, audits, quality assurance and quality control.
- Ensure that all operating locations develop, maintain and follow formal written methods and processes to implement the Safety Program.
- Ensure that Safety Department has the full support of senior management to ensure the goals and objectives are met.

2.2 Scope

In order to implement Coach USA safety policy, goals and objectives, this SPP:

- Addresses and applies to all company divisions and sub-contractors.
- Applies to all activities in the company's operations, including the procurement of vehicles, equipment and facilities; all human elements of the company's system, including hiring, training, quality assurance, testing, emergency response and discipline; operations, including transportation, maintenance and support activities; and the environment in which the transit system operates, including areas of public access and use of leased property.
- Charges each employee and sub-contracted vendors with responsibility for Safety and considers their obligations under this plan as a formal part of their job responsibilities.
- Requires coordination, communication and cooperation among all managers, divisions, organizations and employees relative to all matters concerning the Safety Program.
- Requires appropriate safety and security-related interfaces with local, state and federal governmental entities, regulatory agencies, professional organizations and citizen groups.

Section 3: Plan Responsibilities

3.0 Safety Department Responsibilities

Safety Departments activities include:

- Enforcing the provisions and tasks of the Safety Program Plan and applicable safety-related rules, regulations and code.
- Conducting unannounced inspections and audits to identify and eliminate unsafe practices, operations or conditions not corrected by immediate management/supervision.
- Hazard identification, analysis and resolution.
- Developing policies and guidelines for operations, maintenance and emergency rules and procedures.
- Assure that training is conducted for all personnel. Review all training plans and documentation for the inclusion of safety and elimination of items that would negatively impact safety.
- Perform periodic and planned reviews and audits of all training and maintenance procedures, documentation and operations to verify consistency with approved plans, rules and procedures.

- Conduct periodic inspections of all locations, identify and report problem areas, issue recommendations, brief appropriate managers, and follow up on all inspection recommendations for compliance.
- Investigate all major accidents and catastrophes as well as randomly selected accidents and/or repetitive accidents/incidents by location, type, or other common element.
- Review, advise and recommend procedural and rule changes, modifications, revisions, interpretations or implementation.
- Identify tasks for company divisions, which could result in eliminating, controlling or reducing hazards.
- Development standards and identify requirements for development of rules/procedures as they impact safety.
- Identify and enforce all regulations and aspects of industrial safety governing the occupational safety and health of company employees, passengers and/or property.
- Enforce all codes and regulations governing sub-contracted vendor practices that could impact the safety of company employees, passengers or property.
- Report safety related information to local, state and federal agencies as required or appropriate.
- Develop corrective actions in response to formal requirements or recommendations from any organization of appropriate authority.

3.1 Transportation Supervisor Responsibilities

Dispatch departments will:

- Monitor vehicle operator's performance, regarding passenger pick-ups, drop-offs and route schedule adherence.
- Provide information to company management concerning runs that are behind schedule and what efforts are being made to get the vehicle operators back on schedule.
- Ensure that accurate and timely information is provided regarding vehicle estimated time of arrival (ETA), reassigned trips, location changes for clients, etc.
- Comply with the policies and procedures of Coach USA and the requirements of this SPP.

3.1.1 Dispatch Hours

Coach USA's dispatch operations have the responsibility of ensuring that open channels of communication are maintained between the service operators, road supervisors and the contractor operations center. general/ operations managers will adequately staff the dispatch department to support all operating hours when service vehicles are operating in the system.

3.2 Physical Plan

Coach USA's transit service is supported by privately owned and leased vehicles, maintenance facilities, fueling facilities, vehicle wash facilities, vehicle service and storage areas and administrative offices. Safety features of transit vehicles meet or exceed federal and state requirements. Facilities are designed

and maintained to meet federal, State and local requirements, such as those imposed by the Occupational Safety and Health Administration (OSHA) and fire codes.

Section 4: SPP Control and Update Procedure

4.0 SPP Update and Control

Coach USA's Safety Department shall annually conduct a review and/or update the SPP as necessary to ensure that affected operational procedures. Changes are implemented and incorporated, by revision or addendum. The annual review process shall begin July 1 of each calendar year and be completed and documented by the close of business on August 1 even if no changes are required.

Proposed changes will be documented by the Safety Department and issued to all appropriate parties, including senior management and any affected divisions by the close of business on August 15. All parties must comment within two weeks of the issuance of the proposed changes unless no comment is needed.

Following the approval of any modifications to the SPP, the Safety Department shall distribute in a timely manner the revised SPP with a cover memo highlighting the changes to all personnel. All company personnel receiving the SPP are required to sign for its receipt and acknowledge their responsibility for implementation. Individual divisions are responsible to update any internal procedures that are affected by the changes to the SPP; guidance for these changes will be provided by the Safety Department.

At the discretion of the Safety Department, minor changes may be made by issuing a SPP addendum page(s) distributed to all Plan recipients; addenda are subject to the same process of update and signature described above.

Section 5: Implementation Activities & Responsibilities

5.0 Safety Responsibilities

Coach USA's Safety Department has the primary responsibility for developing and implementing the Safety Program, and those tasks are outlined within the Safety Departments written records. However, each individual operating location has the primary responsibility for ensuring compliance with the safety program for all of its operations.

The following chart details the safety roles and responsibilities of all Local Operating Management Teams.

Divisional Management Safety Program Responsibilities							
Safety Tasks	Operations & Planning	Maintenance	Facilities	Training	Security	Administration	Sub-Contractors
Coordinate safety-related activities within locations and with the Safety Department	X	X	X	X	X	X	X
Represent local operations at agency safety meetings	X	X	X	X	X	X	X
Conduct or participate in accident and incident investigations.	X	X	X	X	X	X	X

Exchange safety data with other Divisions	X	X	X	X	X	X	X
Review maintenance records		X		X			
Participate in safety audits, inspections and assessments; develop and implement corrective actions	X	X	X	X	X	X	X
Participate in training activities; ensure all employees receive appropriate safety training	X	X	X	X	X	X	X
Identify and assist in investigating and resolving hazards.	X	X	X	X	X	X	X
Inform the Safety Department of any changes in the Division; review and approve updates to the SPP.	X	X	X	X		X	
Conduct and document internal safety inspections; develop corrective actions; submit all internal assessments to Safety Department	X	X	X	X	X	X	X
Provide liaison with outside emergency response organizations as appropriate	X	X	X	X	X		X
Develop, implement and update internal written processes, safety rules/ procedures and emergency preparedness plans.	X	X	X	X	X	X	X
Assure awareness of and compliance with pertinent federal, state and local legislation, regulations, inspections and standards.	X	X	X	X	X	X	X
Evaluate newly proposed system changes and/or modifications.	X	X	X	X	X	X	
Assess new system safety requirements.	X	X	X	X	X	X	X
Monitor and enforce the use of personal protective equipment.	X	X	X	X	X	X	X
Work with and oversee of sub-contracted vendors.	X	X	X	X	X	X	
Develop and manage incentive and safety award programs.	X	X	X	X	X	X	X

Section 6: Division Safety Reviews

6.0 Division Safety Audits and Inspections

Coach USA's Safety Department shall conduct scheduled and unscheduled audits and inspections on all divisions to ensure their compliance with the objectives and requirements of this SPP. Audits and inspections will be conducted according to written checklists by persons technically qualified to determine SPP compliance. Inspections will include a safety and security review on all facets of the divisions operations, assisting the division managers in identifying program discrepancies that take them out of compliance with the SPP. On completion of each audit and/or inspection a specific action plan will be developed

identifying the division discrepancies and implementing corrective action. the general/ operations manager shall be responsible for maintaining accurate and complete records of all audits and inspections.

Safety Department has the responsibility to conduct and/or oversee the system safety audits in each division and shall provide a formal report of findings to the company vice president to ensure that effective corrective action is taken to resolve deficiencies. A copy of all division audit findings will be maintained by Safety Department to ensure that effective corrective action is taken to resolve the discrepancies on the action plan.

Areas identified for division audits and inspections are:

- Policy Statement and Authority for SPP
- Goals, Objectives and Scope
- Overview and Management Structure
- SPP Control and Update Procedure
- Implementation Activities and Responsibilities
- System Modification, Review and Approval
- Accident and incident Investigations
- Emergency Management
- Division Safety Reviews
- Rules Compliance
- Facilities and Equipment Inspections
- Maintenance Audits and Inspections
- Training and Certification
- Employee and Sub-contractor Safety
- Hazardous Materials
- Drug and Alcohol Program
- Procurement
- Operator Requirements
- Medical Examination for Operators

6.1 Audit Process

On a Quarterly/Semi-annual basis the Safety Department shall perform a formal safety audit; preparing audit plans and scheduling the audit for each division.

Section 7: Rules Compliance

7.0 Scope and Authority

The transportation operations and activities for Coach USA are governed by rules and procedures. The Safety Department shall ensure that all divisions comply with the established criteria through:

- Quarterly/Semi-Annual safety inspections by the Safety Department of the operations and maintenance rules and procedures according to standards set forth in state and federal regulation and safety and security standards.
- Verification of the implementation of Operations and Maintenance procedures by the Safety Department through procedure review meetings, safety meetings and refresher training. These programs are implemented monthly and are assessed during the audit process.

7.1 Safety Committee Meeting

Coach USA's divisions are responsible for holding a safety meeting at a minimum of once per month, which is identified as **'Division Safety Committee Meetings'**. Monthly meeting schedules are established at the discretion of each division management. All safety meetings are chaired by the general manager/ operations manager and are attended by representatives from the: safety, bus operation, dispatch, maintenance, and training departments as well as representative from sub-contracted vendors when applicable. This committee functions include addressing new and unsolved safety related conditions within the division's operations. Each meeting has an agenda, based on the minutes of the previous meeting. The meeting agenda includes a spread sheet with open items, assignments, target completion and update notes, including active outstanding items and closed items.

Section 8: Training and Certification

8.0 Training and Qualification Requirements

A comprehensive employee/driver training program is essential to the successful operation of the system. general/ operations managers and the Safety Department have the responsibility of establishing an effective training program that ensures each operator is prepared to meet the daily challenges of the transportation operation. Coach USA's "Training" Program and/ or the Smith System shall be used as the foundation in the company's training program. A copy of the SPP and Federal Statute shall be issued to all perspective operators, as part of the training process. general/ operations managers must maintain documentation verifying that each driver has received the training outlined in this plan.

All employees that work in safety sensitive positions shall receive instruction in the following areas:

- The requirements of the Safety Program Plan, Security Program Plan and Federal Statutes.
- The requirements of all Federal, State and Local law, codes, ordinances, and regulations.
- The safe operation of each type vehicle in the division's services and associated equipment, including Wheelchair Lift Operation Training (to include the manual operation of the lift applicable).
- Identification of potential vehicle hazards through pre-operational and post-operational Daily Vehicle Inspections Report (DVIR).
- The procedures for handling and reporting in-service vehicle accidents and incidents involving clients and the general public.
- The procedures for handling and reporting roadside emergencies including Emergency Evacuation Training.

- Defensive Driving Course
- On-Road/Cadet Training and Testing
- Passenger Assistance Techniques and Sensitivity Training
- Blood Bourne Pathogen Training
- Security Awareness Training
- Facilities Security
 - Suspicious Activity/People
 - Suspicious Packages/Substances
 - Threat and incident Response Management
 - Vehicle Inspection Procedures

Training shall be conducted through a combination of classroom and practical testing by a qualified instructor who will evaluate the student's competency.

Training course content, curriculum, testing and outlines of safety related training will be reviewed and monitored by Safety Department. Documentation of program(s) plans, course content, lesson plans, and personnel trained, trainer qualifications, and training schedule must be maintained by each division.

Safety training will be an ongoing activity conducted on a periodic or as needed basis. All documentation of training and certification of personnel are subject to audit by the Safety Department and shall be included in the semi-annual audit and program. Activities or functions judged to be safety critical may require special training and/or certification.

All operators shall receive one announced and one unannounced evaluation by management per year. These evaluations shall be documented and reviewed by division managers and Safety Department personnel to identify operators needing retraining or recertification as well as to identify hazards in the system, and to provide a layer of quality assurance.

8.1 Refresher Training

Company operators shall complete the following refresher training and certification requirements:

- Annual Passenger Assistance Techniques and Sensitivity Training
- Biannual Defensive Driving (every two years)
- Annual Road Test to evaluate the skill of the driver to handle the bus and all associated equipment that the carrier intends to utilize.
- Annual Emergency Procedures Training (i.e. accident involvement, vehicle fire, etc.)

8.2 Safety Training

In order to implement this SPP, all company personnel must be familiar with System Safety. Entry level personnel must receive training as soon as practical. All company personnel shall receive training in:

- Hazard identification and resolution.
- Emergency preparedness and response.
- Safety Program Plan

Section 9: Bus Operator/ Driver Requirements

9.0 Purpose

General/ operations managers are responsible for ensuring that all reasonable standards of integrity are maintained when recruiting and hiring drivers for the system. This section establishes the requirements, standards and procedures to fulfill the statutory requirements regarding the hiring, training and conduct of these employees.

9.1 Driver Applicant Requirements

General/ operations managers must ensure that all driver applicants meet the minimum following requirements:

- Must be at least 21 years of age and be a licensed driver for a minimum of three (3) years.
- Must possess a valid Maryland driving license of a class permitting the operation of the vehicle to be driven in the system.
- Must not have had a suspended or revoked driver's license within the immediate past two (2) years, except for the administrative suspensions caused by failure to pay child support or failure to maintain PIP insurance on their personal vehicles.
- Must not have had any conviction (at any time) for DWI or DUI, reckless driving, vehicular manslaughter, or any conviction of operating any kind of motorized vehicle under the influence of alcohol or any illegal drug or controlled substance.
- Must not have had a chargeable accident within the immediate past three (3) years.
- Must not have more than five (5) points against their driving license within the immediate past three (3) years.
- Must not have had (at any time) any felony convictions for any crime against a person (to include but not limited to the attached Florida State Statute listing).
- Must not have had (at any time) any misdemeanor convictions for any crime against a person. All other misdemeanor convictions must not have occurred within three years of date of hire.
- Vision must be correctable to at least 20/50.
- Must have the ability to read, write and speak English.

9.2 Driver File Requirements

General/ operations managers must ensure that they have a copy of the following documents on file for each safety sensitive employee, prior to their work assignment:

- Pre-employment Application / Information Sheet (Personnel File)

- A copy of the initial Criminal Background Check (dated within 15 days)
- A copy of the initial Motor Vehicle Record (MVR), (dated within 15 days)
- A photocopy of the current driver's license.
- Verification of physical exam dated within the immediate past 24 months.
- Documentation of the types of vehicles and special equipment that the driver is qualified to operate.
- Documentation of drug and alcohol testing results (D & A Administration File).
- Pre-employment drug test document verifying negative result (D & A Administration. File)
- Chain of Custody Form for pre-employment drug test (D & A Administration File).
- Documentation of Drug Abuse and Alcohol Misuse training.
- Documentation of Passenger Assistance Training (PAT).
- Documentation of Defensive Driving Course training.
- Documentation of Transit Safety and Security Training.
- A copy of the Wheelchair Training Acknowledgement Form.
- All training and testing requirements must, at minimum, comply with all rules.

9.3 Driver Appearance

Company drivers are responsible for presenting themselves to the client and the general public, in a neat and professional manner. All drivers are expected to wear uniforms that are consistent with their service contract agreement.

9.4 Driver Conduct

Company drivers are expected to conduct themselves in a professional manner at all times when operating in the system. The following is a sample list of actions specifically prohibited within the system. An employee rule book governing all operations employees contain rules binding upon all employees.

- Drivers are not to smoke, eat or drink in their vehicles.
- Drivers are not to yell or curse in the presence of passengers or other contacts.
- Drivers are not to rush passengers on or off of vehicles.
- Drivers are not to pull away while anyone is near their vehicle.
- Drivers are not to be rude to passengers or other contacts.
- Drivers are not to develop a personal relationship with any client.
- Drivers shall not transport any wheelchair passenger who has not been properly secured with a 4-point tie-down restraint.
- Drivers shall not touch any passenger in an inappropriate way.

- Drivers shall not use a cell phone, when in the presents of a passenger or during the operation of a vehicle.
- Drivers shall wear seatbelts when the vehicle is in operation.
- Drivers shall use the proper vehicle signaling devices (turn signals, emergency flashers) when the vehicle is in operations.

9.5 Driver Duties

- Drivers are expected to perform their duties in a professional manner at all times and in accordance to all Federal, State, Local laws, rules, regulations and ordinances. Company policy bans all distracted driving by all staff, employees and sub-contractors when driving a company vehicle.
- Drivers who receive notification that their license has been (or will be) suspended, cancelled or revoked are required to notify their division manager immediately.
- Drivers are required to use proper radio procedures when communicating with the dispatch department.
- Drivers are required to perform daily pre-operational and post operational vehicle inspections, Daily Vehicle Inspection Reports (DVI).
- Drivers are required to maintain clean vehicle free of hazards.
- Drivers are required to assist clients to ensure their safety and comfort.
- Drivers are required to collect all fares as required.
- Drivers are required to report all major and minor vehicle accidents and passenger incidents to their division managers at the time they occur. Immediately following the accident or incident, drivers are to complete their statements/reports and forward them to Safety Department.
- Whether on duty or off, drivers are required to report to their supervisor any traffic accidents in which they are involved and any citations or tickets they receive while operating a company or private vehicle.

Section 10: Medical Examinations for Bus Operators

10. Physical Examination

Coach USA operators must complete and pass an initial drivers physical examination and maintain current physicals per the federal and state requirements. General managers are responsible to administer and maintain those standards and regulations.

A return to duty medical examination is required for all company operators returning to duty after having been off duty for 30 or more days due to an illness, medical condition and/or injury.

Physical Examinations are performed by the examining physician according to the government regulations and recorded by the physician. Records and results of physical examinations of the company bus

operators shall be maintained by the general / operations manager. General/ operations managers shall maintain the Medical Examination Certificates for a minimum of four-years.

Section 11. Employee and Contractor Safety

11.0 Employee Safety

General/ operations managers will establish and maintain a workplace safety program that meets all federal and state requirements and OSHA regulations. Division Safety Committees and their sub-contracted vendors shall meet at a minimum of once a month and shall proactively identify hazards and address safety issues. The committee will provide recommendation of safety and security improvements to Coach USA's management. Division safety meeting shall include a mix of division employees and representation from each sub-contracted vendor.

11.1 Sub-contracted Vendor Safety

Coach USA policies require that all sub-contracted vendors maintained a safe working environment for all employees. The Safety Department shall monitor all sub-contracted vendors to ensure compliance with this SPP and all other safety requirements for all federal, state and local laws, statutes, ordinances, regulations and any other authorities who have control or responsibilities bearing on the performance of work. Division managers shall also require sub-contracted vendors who provide operational and or repair service to have a contractor safety plan. This plan shall be reviewed by Safety Department prior to beginning work, and the sub-contractor will only be allowed to begin work when an adequate safety plan has been approved by the Safety Department.

Sub-contracted vendors are charged with the responsibility of preventing hazardous conditions and acts on company property or while working on company projects. All work will be performed in a safe manner to protect all employees, visitors, the public and adjacent property. All employees of the sub-contractor or anyone working on behalf of the sub-contractor shall be required to participate in applicable sub-contractor orientation programs prior to working on company property or equipment.

General/ operations managers shall advise sub-contracted vendors, when appropriate, of safety requirements related to the company facilities/property, vehicle maintenance/service and transportation operations.

Sub-contractors will be subject to audit and inspection on an announced or unannounced basis at the discretion of the Safety Department. Sub-contractors that fail to meet the standards of this SPP or any of the company's safety requirements will be responsible to take immediate corrective actions, to satisfy the unacceptable areas of the inspection. Sub-contractor non-compliance may result in work stoppage, possible liquidated damages, employee dismissal. Willful or repeated non-compliance will result in the sub-contractor's dismissal.

Section 12: Hazardous Materials

12.0 Hazardous Materials Program

Coach USA has established hazardous material program, to ensure that employees are provided adequate safeguards from injury and sickness that could result from the improper use or storage of hazardous materials. The program shall ensures company compliance with the Federal Hazard

Communication Act (29 CFR 1910.1200), and any applicable state or federal environmental regulations. The principal activities necessary to support these requirements include:

- Determine which regulations must be followed and ensure all organizational elements are aware of the requirements.
- Develop the company Policy and Procedures to implement applicable laws and regulations.
- Obtain and maintain a Material Safety Data Sheet (MSDS) for each toxic substance in the workplace.
- Provide instruction/training to employees on the proper use of all work materials, the adverse health effects of any toxic substance in the workplace, how to use each substance safely, and what to do in case of an emergency.
- Advise employees of their right to obtain further information from the Toxic Substances Information Center.
- Notify the local Fire Department of the location and characteristics of each listed toxic substance regularly present in the workplace.
- Maintain proper labeling and storage requirements on all toxic substances in the workplace.
- Establish procedures for hazmat clean-up.
- Maintain emergency contact information.

The Safety Department will have a hazardous material program in place to ensure that hazardous materials and other risks are identified in each job responsibility. All job description will be periodically evaluated, to reflect the work that is being performed. Statements will be taken from employees doing the work as well as the supervisor/manager. Employee job descriptions will be updated and/or developed from these evaluations.

Section 13: Drug and Alcohol Program

13.0 Drug and Alcohol Policy

Coach USA has a drug and alcohol program that maintains and enforces drug and alcohol policies, procedures and testing requirements that meets or exceeds all applicable Federal, State and Local regulations. The policy is reviewed annually.

The company is committed to ensuring that the safety and security of its operations are maintained through a thorough fitness for duty program that incorporates education, awareness, enforcement and discipline. Fitness for duty is a primary concern at Coach USA.

General / Operations Managers shall ensure that all employees (to include sub-contracted employees) comply as required with drug and alcohol testing programs through the Division Drug/Alcohol, Safety Director. Compliance monitoring and audit programs shall be implemented by the Safety Department to ensure compliance with regulations at a minimum of twice annually, as noted in this document.

Company's Drug and Alcohol policy includes pre-employment, random, reasonable suspicion, return to work and post-accident testing.

The company's drug and alcohol policy includes: illegal drugs, prescription medications and over-the-counter (OTC) medicines. Training is provided to all employees on substance use and abuse in accordance with Federal and State regulations and company policies.

Employees who are classified as "safety-sensitive" are subject to random drug testing. In addition all employees are subject to reasonable cause testing. If someone in a supervisory capacity has reason to suspect that an employee under their supervision is under the influence of drugs or alcohol, the employee may be taken to a designated laboratory for blood and/or urinalysis testing at company expense. An employee's refusal to submit to an examination under a random testing or reasonable cause testing may result in dismissal.

Safety-sensitive function occurs when an employee is performing, ready to perform or immediately available to perform any duty related to the operation of transit services. The following are safety-sensitive functions:

- Operating a revenue service vehicle, whether or not such vehicle is in revenue service.
- Controlling dispatch or movement of a revenue service vehicle.
- Maintaining a revenue service vehicle or equipment used in revenue service. Maintenance functions include the repair, overhaul and service of vehicles and/or equipment.
- Operating a revenue or non-revenue service vehicle that requires the operator to be a holder of a Commercial Driver's License (CDL).
- Operating a company vehicle as assigned.
- Supervising, where the supervisor performs any functions listed in items 1-5 above.

Coach USA has evaluated the actual duties performed by its employees and determined which employees perform safety-sensitive functions. A list of safety-sensitive positions is included in the company's Drug and Alcohol policy. All new job position will be evaluated to determine if the new position is to be considered safety-sensitive.

Employees who refuse to submit to require testing or who test positive will be relieved of duty immediately. In addition, the employee may be referred to the company's Employee Assistance Program and may be subject to other disciplinary action according to company policy.

Section 14: Facilities and Equipment Inspections

14.0 Inspection Criteria

Coach USA Divisions are responsible to establish a list of facilities, physical equipment and rolling stock subject to inspection and submit the list to the Safety Department. The Safety Department shall assist each division in developing inspection procedures, checklists and standards to ensure that the requirements of SPP are met. All divisions will maintain the original facility and equipment inspection documents and provide copies of those documents to the Safety Department upon request.

The Safety Department will perform quality assurance and maintenance control inspections on an announced and unannounced basis on company divisions to identify and document compliance with local, State and Federal regulations regarding safety and environmental issues, and provide assistance to control hazards. For non-compliant issues identified during the audits and inspections, a Corrective Action Plan (CAP) report will be developed as a formal means to document, evaluate, resolve and trend compliance issues.

14.1 Maintenance Control Policy

The company's maintenance policy provides information necessary for effective maintenance of the company's facilities, administrative vehicles and equipment. Preventive maintenance activities keep the facilities, administrative vehicles and equipment in reliable running order, prevent service disruptions, and promote the longevity of equipment and systems. The policy also establishes a method for implementing and monitoring the preventive maintenance schedule. The mission of the company's Maintenance Department is to provide Safe, Clean, Reliable, and well-maintained vehicles, equipment and facilities through the efforts of a committed work force using the latest tools, equipment and technology. Complete customer safety and satisfaction are the driving forces for each Maintenance Department Employee.

The maintenance policy specifically identifies the equipment, inspection procedures, checklists and standards to comply with this SPP. Company facilities will be 100% ADA compliant. ADA equipment inspections, procedures and standards will be included in the maintenance policy.

Section 15: Maintenance Audits and Inspections

15.0 Maintenance Policy and Program

Coach USA has established a Maintenance Policy which covers its maintenance activities for all divisions. This policy defines service intervals, safety inspections, vehicle inspections of safety-critical equipment and the company's Maintenance Quality Assurance Program.

Company divisions shall maintain a copy of the all maintenance policies, plans, standard operating procedures and this SPP.

15.1 Maintenance Activities and Responsibilities

The company's pre and post operational vehicle inspections, in addition to the preventive maintenance programs, shall ensure that no vehicle enters revenue service with critical safety-related defects. Maintenance Departments are responsible for ensuring that proper maintenance is performed and supporting documentation is developed and controlled. Retrofitted equipment, unscheduled repairs and preventive maintenance actions shall be documented on service/work orders. Maintenance supervisors shall monitor all work performed on vehicles.

Maintenance practices shall be established using the original Equipment Manufacturer's Maintenance and Repair Manuals with prescribed maintenance schedules and frequencies. Industry best practices and supplemental training will also determine maintenance practices, in addition to compliance with State and Federal law. A maintenance record shall be assembled and maintained showing the maintenance history on each transit vehicle in the company's service.

Maintenance departments shall maintain all pre-operational and post-operational Daily Vehicle Inspection Reports, to include the work orders that reflect the repair of inspection deficiencies, as required in Rule Chapter 14-90 FAC.

Maintenance departments shall perform scheduled preventive maintenance on all service vehicles include administrative vehicles. This scheduled maintenance program must include all major vehicle components and systems and will require inspection and service intervals of not less than the minimum recommended by the original equipment manufacturer.

The Safety Department may require the implementation of additional equipment inspection requirements, if it is determined that a common condition exists that adversely affects the safe operation of the equipment.

In addition, company facilities and equipment shall be routinely inspected by the Maintenance and Safety Department to verify compliance with section 341.061, F.S., rule 14-90 F.S. and occupational and fire/life-safety requirements.

15.2 Vehicle Safety Equipment Requirements

Coach USA vehicles shall be equipped with the following safety equipment:

- Working seat belts for all ambulatory seat positions.
- Mobility device/wheelchair accessible vehicles will have a wheelchair securement system and restraining devices for each wheelchair position including a seatbelt and shoulder harness assembly as required by the ADA Accessibility Specifications for Transportation Vehicles.
- At least one fully charged (charge must be readily identifiable) dry chemical fire extinguisher with a minimum rating of 1 ABC.
- Required supply of safety reflectors and/or flares.
- One fully equipped first aid kit.
- Two-way radio or communication to permit direct communication with a dispatcher and/or supervisor.
- Fully operational AVL and or MDT system.

15.3 Semi-Annual Vehicle Audits and Inspection Report

Maintenance and safety departments shall conduct semi-annual safety inspection on the service vehicles that are used in the division service. A qualified inspector will perform the vehicle inspections as defined in rule chapter 14-90. using the annual vehicle safety inspection report. All vehicle inspection records shall be maintained for the service life of each vehicle and/or a minimum of four years.

Section 16: Accident and Incident Reporting

16.0 Traffic Accident Reporting

Coach USA divisions shall ensure that all traffic accidents whether minor or major are properly reported and investigated to the Safety Department. Initial reports of accidents shall be conveyed to the Safety Department.

16.1 Traffic Accident Reporting Procedures

- Division operators shall report all traffic accidents (minor or major) to their division's dispatch office.
- The division's dispatch office will notify the appropriate law enforcement and/or rescue unit immediately upon notification of an accident. In addition, the dispatcher shall notify the division's road supervisor, manager, safety department and or the affiliated contractor immediately after making contact with emergency (911) operator.
- The dispatcher shall immediately contact and confirm to the vehicle operator that the law enforcement and rescue units (to include the road supervisor) have been contacted and are on their way.
- When appropriate, the dispatcher shall receive situational/event updates from the road supervisor who was dispatched to the scene to provide assistance to the operator and initiate an investigation.
- The dispatcher shall complete an "Accident/Incident Notification Report" and shall be electronically forwarded to the Safety Department within two (2) hours of the occurrence.
- All accident shall be evaluated by the Safety Department to determine whether or not the accident was preventable without regards to the determination of fault. A copy of the "Accident Evaluation Report" shall be forwarded to the Safety Department within three (3) workdays of the accident.
- Following the accident, the general/ operations managers will obtain one original copy of the final accident report from law enforcement or accident investigation agency. A copy of this report, in addition to the division's investigation results, shall be sent to the Safety Department as soon as it becomes available. (Note: If no accident report is made by law enforcement or accident investigating agency, the "No Report Made" box on the "Accident/Incident Notification Report" must be checked and reason given).
- The Safety Department shall prepare a monthly log sheet of accidents.

16.2 Notification Criteria

The Safety Department shall contact the State and Federal agencies as required by law within 2 hours in the following situations:

- A fatality at the scene; or where an individual is confirmed dead within 30 calendar days of a transit-related incident.

- Injuries requiring immediate medical attention away from the scene for two or more individuals.
- Property damage to company vehicles, non-company vehicles, other company property or facilities, and non-company property that equals or exceeds \$25,000.
- An evacuation due to life safety reasons.

16.3 Incident Reporting

Division operators shall report all incidents and service interruptions to their divisions dispatch department.

Incident Definition

- An incident is any non-traffic accident event.
- Incident that may involve a minor injury or suspected injury to any clients, passengers, employee and/or other bystander that does not require immediate medical emergency transportation or hospitalization.
- Where there has been a criminal offense committed against any passenger and /or employee.
- Where there is a dispute, argument or complaint involving any client, passenger, employee or other person, which may result in a police report or a complaint being filed.

Report Requirements

General/ operations managers will ensure that all incidents are properly investigated and reported to the Safety Department. All incidents shall be reported on the Division Incident Report includes the following information:

- Details of the accident/incident (date, time, place, what occurred, etc.).
- Name of the driver/employee/sub-contractor contractor involved.
- Vehicle number involved.
- Names of any other party(s) involved or witnesses including the names of all the passengers riding the vehicle when the incident happened.

16.4 Reporting Requirements

General/ operations managers are responsible for submitting the following reports and/or documents to the Safety Department within the time frames listed below.

- **Accident/Incident Notification Reports and Accident Investigation Reports**
 - "Accident/Incident Notification Report"
 - "Accident Report"
 - "Post-Accident Drug and Alcohol Testing Determination", this form must be completed for each accidents and incidents as required by FTA rules.
- **Accident evaluation report**

- The division manager shall determine whether or not the accident was preventable, without regard to the determination of fault, shall evaluate all accidents and/or incidents involving an in-service vehicle and/or operator. A copy of the accident evaluation report shall be provided to the safety department within three (3) working days of the accident and/or incident unless otherwise directed.

Section 17: Emergency Management

17.0 Emergency Preparedness

Coach USA divisions have received materials for employees that contain emergency response procedures. The company uses the National Incident Management System NIMS for incident management, documented in its Security Program Plan and in its emergency preparedness documentation.

Division managers are responsible to work with their local contractors, city, county and municipalities Emergency Operations Centers (EOC) to provide training and participate in exercises to ensure preparedness for any emergency.

The Safety Department has the primary responsibility to support the development of emergency procedures company-wide, to ensure that all employees are properly trained in emergency procedures, to ensure that first responders are properly trained and to document all emergency preparedness activities.

The Safety Department shall put into place an Emergency Management and Preparedness Plan. The plan will establish the framework through which company employees prepares for, responds to, recovers from, and mitigates the impacts of a wide variety of disasters that could adversely affect the health, safety and/or general welfare of the residents of the divisions local community. The plan will provide guidance on procedures, the organization, responsibilities regarding response activities and will describe the basic methods of operation, Emergency Operations Center response activities, activation levels and Federal Assistance guidelines.

The Safety Department shall supply the company divisions with a Hurricane plan to provide more specific emergency preparedness and response for hurricanes. The plan is designed to:

- Safeguard employees, passengers, and citizens prior to the event/storm.
- Protect company employees, vehicles and facilities.
- Provide emergency transportation services at the discretion of the local Emergency Operations Center, before, during or after the storm.
- Provide recovery operations immediately following an event/storm.

The plan provides for management, operations and recovery for all storms based on the severity, projected path and actual areas affected by a storm.



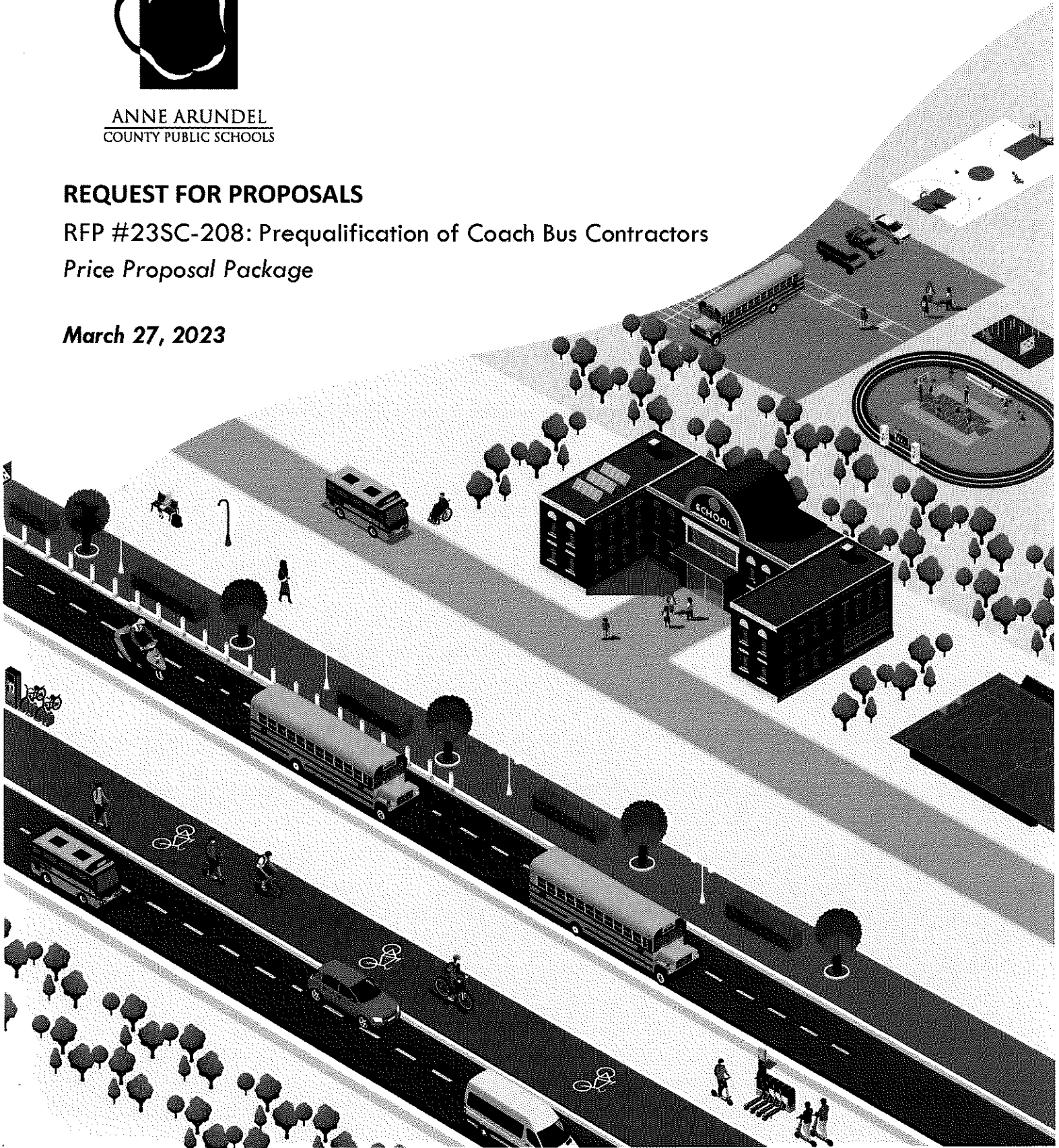
ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

REQUEST FOR PROPOSALS

RFP #23SC-208: Prequalification of Coach Bus Contractors

Price Proposal Package

March 27, 2023



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 may 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.

Coach USA understands that price proposal guidelines listed in the AACPS RFP. We have included our pricing forms in this submission.

Pricing Notes

The current pricing will be in addition to a ten (10) percent fuel surcharge. In addition, if a relief driver is necessary to complete a trip, the cost of the relief driver and associated expenses will be added to the trip quote. For multiple-day trips, AACPS is responsible for securing and paying for driver lodging.

23SC-208 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)	<u>\$1140 (6-hour, local)</u>	<u>\$1200 (6-hour, local)</u>
Hourly Rate	<u>\$190</u>	<u>\$200</u>
Mileage Rate	<u>\$7/ mile</u>	<u>\$7/ mile</u>
Cancellation Rate	<u>\$250</u>	<u>\$300</u>

Motor Coach Bus, Long Distance:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	<u>\$2040 (12-hour charter)</u>	<u>\$2040 (12-hour charter)</u>
Hourly Rate	<u>\$190</u>	<u>\$190</u>
Mileage Rate	<u>\$7/ mile</u>	<u>\$7/ mile</u>
Cancellation Rate	<u>\$250</u>	<u>\$300</u>

OPTION YEAR 1

Motor Coach Bus, Local:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	<u>\$1230 (6-hour, local)</u>	<u>\$1290 (12-hour charter)</u>
Hourly Rate	<u>\$205</u>	<u>\$210</u>
Mileage Rate	<u>\$8/ mile</u>	<u>\$8/ mile</u>
Cancellation Rate	<u>\$350</u>	<u>\$400</u>

Motor Coach Bus, Long Distance:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	<u>\$2520 (12-hour charter)</u>	<u>\$2580 (12-hour charter)</u>
Hourly Rate	<u>\$210</u>	<u>\$215</u>
Mileage Rate	<u>\$8/ mile</u>	<u>\$8/ mile</u>
Cancellation Rate	<u>\$350</u>	<u>\$400</u>

23SC-208 Prequalification of Coach Bus Contractors

PRICE PROPOSAL (Cont'd)

OPTION YEAR 2

Motor Coach Bus, Local:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	<u>\$1290 (6-hour, local)</u>	<u>\$1320 (6-hour, local)</u>
Hourly Rate	<u>\$215</u>	<u>\$220</u>
Mileage Rate	<u>\$9/ mile</u>	<u>\$9/ mile</u>
Cancellation Rate	<u>\$450</u>	<u>\$500</u>

Motor Coach Bus, Long Distance:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	<u>\$2640 (12-hour charter)</u>	<u>\$2700 (12-hour charter)</u>
Hourly Rate	<u>\$220</u>	<u>\$225</u>
Mileage Rate	<u>\$9/ mile</u>	<u>\$9/ mile</u>
Cancellation Rate	<u>\$450</u>	<u>\$500</u>


OPTION YEAR 3

Motor Coach Bus, Local:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	<u>\$1380 (6-hour local)</u>	<u>\$1410 (6-hour local)</u>
Hourly Rate	<u>\$230</u>	<u>\$235</u>
Mileage Rate	<u>\$10/ mile</u>	<u>\$10/ mile</u>
Cancellation Rate	<u>\$550</u>	<u>\$600</u>

Motor Coach Bus, Long Distance:	Monday-Friday	Weekend or Holiday
Flat Rate (Trip)	<u>\$2820 (12-hour charter)</u>	<u>\$2880 (12-hour charter)</u>
Hourly Rate	<u>\$235</u>	<u>\$240</u>
Mileage Rate	<u>\$10/ mile</u>	<u>\$10/ mile</u>
Cancellation Rate	<u>\$550</u>	<u>\$600</u>

Submitted by:

Offeror Name: Dillon's Bus Service Inc.

Authorized Signature: 

Date: March 23, 2023

Printed Name and Title: Amanda Mende, Vice President & General Manager

Attachment A
CONTRACT AFFIDAVIT/CRIMINAL BACKGROUND CHECK

A. AUTHORITY

I HEREBY AFFIRM THAT I, (print name) Amanda Mende possess the legal authority to make this Affidavit.

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;
- (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: Dillon's Bus Service Inc., ID No. F14801823 Address: 7479 New Ridge Rd., Hanover, MD 21076

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: Not applicable.

Address: _____

C. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT, to the best of my knowledge, information, and belief, neither I nor the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

D.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

E. ANTI-BRIBERY

The offeror warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has 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 which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

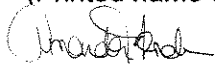
F. AGENT CERTIFICATION

The offeror 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 offeror, 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.

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: Amanda Mende, Vice President & General Manager
(Printed name of Authorized Representative and affiant)



(Signature of Authorized Representative and affiant)

March 23, 2023
Date

**ATTACHMENT B
CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest.

(b) Prior to commencement of any work, the Contractor agrees to notify the buyer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the buyer any actual or potential conflict of interest the Contractor may have.

(c) The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the buyer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the buyer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the buyer of any contrary action to be taken.

(d) Remedies - The Board may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the buyer, the Board may terminate the contract for default, suspend the Contractor from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.

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: Amanda Mende, Vice President & General Manager

(Printed name of Authorized Representative and affiant)



(Signature of Authorized Representative and affiant)

Date: March 23, 2023

**ATTACHMENT C
EMPLOYMENT SCREENING AFFIDAVIT**

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) Amanda Mende possess the legal authority to make this Affidavit on behalf of Dillon's Bus Service Inc. (name of company).

B. SCREENING APPLICANTS FOR EMPLOYMENT UNDER AN AACPS CONTRACT

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code ("statute").

Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
 - The current employer
 - All former school employers; and
 - All former employers of the applicant in which the applicant was employed in a position involving direct contact with minors.
2. Written consent form signed by applicant to release all records relating to child sexual abuse or sexual misconduct.
3. A written statement of whether the applicant:
 - Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
 - Has ever been disciplined, discharged, nonrenewed, or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
 - Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct contact with minors, the Contractor shall:

1. Review an applicant's employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and
2. Request a report from the Maryland State Department of Education regarding the applicant's eligibility for employment or certification status to determine whether the applicant a) holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and b) has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

If the information from an applicant's employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer including records related to the child sexual abuse or sexual misconduct.

Contractor shall conduct the employment history review of the applicant: 1) at the time of initial hiring of the employee; or 2) before the employee is assigned to work for a school entity in a position involving direct contact with minors.

Contractor shall maintain a record of each employee's employment history review required by the statute; and provide to AACPS access to the employee's records upon request.

Before assigning an employee to perform work for AACPS in a position involving direct contact with minors, Contractor shall provide notice to AACPS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for AACPS in a position involving direct contact with minors if AACPS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 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.

Date: 3-23-2023

By: Amanda Mende (printed name of Authorized Representative and affiant)

 (signature of Authorized Representative and affiant)



Acknowledgement of Nepotism Policy

Effective Date of Change

Name (Last)	(First)	(MI)	Employee ID#	Supervisor's Name (if applicable)
Mende	Amanda			Derrick Kazimierski
Position			<input type="checkbox"/> Employee <input type="checkbox"/> Board Member <input checked="" type="checkbox"/> Contractor	Location
Vice President & General Manager, Dillon's Bus Service Inc.				

Please be aware of Board of Education Policy GAF and Administrative Regulation GAF-RA regarding nepotism. To comply with this policy and regulation, you must complete the following:

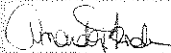
- I **do not** have any of the family members defined in #2 or #3 below, or persons living in my household who are employed by Anne Arundel County Public Schools (AACPS)/Board of Education.
(If you select this box, proceed to Signature/Date section)
- The following **immediate family members** (spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent-in-law, grandchild-in-law, uncle-in-law, niece-in-law, nephew-in-law, and all step relationships) are employed by AACPS/Board of Education:

Name	Relationship
Position Title	Position Location
Name	Relationship
Position Title	Position Location
Name	Relationship
Position Title	Position Location
Name	Relationship
Position Title	Position Location

- The following **non-relatives** live in my household and are employed by AACPS/Board of Education:

Name	Relationship
Position Title	Position Location
Name	Relationship
Position Title	Position Location

I affirm that the information provided by me on this form is correct to the best of my knowledge. I understand that I am required to complete a new nepotism form should circumstances change and relationships as detailed above develop during my employment with AACPS/Board of Education. I will submit a new form within 30 days in accordance with Administrative Regulation GAF-RA.


Signature

March 23, 2023
Date

Internal Use Only	Reviewed by: _____	<input type="checkbox"/> Contacted Employee/ Board Member	<input type="checkbox"/> Contract Lead	<input type="checkbox"/> Filed
	Date: _____ Initial: _____			

