



**Motor Carrier Attachment 20:**

**AAAffordable BCPS Contract**

**Baltimore, MD; 11/1/2016**

**HWY17MH007**

(24 pages)

# BALTIMORE CITY PUBLIC SCHOOLS

Stephanie Rawlings-Blake  
Mayor, City of Baltimore

Neil E. Duke, Esq.  
Chair, Baltimore City Board of  
School Commissioners

Andrés A. Alonso, Ed.D.  
Chief Executive Officer

March 8, 2013

Ms. Carol Williams  
AAAFordable Transportation, LLC  
46 South Franklinton Road  
Baltimore, MD 21223

Dear Ms. Williams:

Enclosed is a fully executed contract between Baltimore City Public Schools and AAAFordable Transportation, LLC for your files. A purchase order for this contract will be forthcoming shortly under a separate cover.

I also want to remind you, Baltimore City Public Schools (City Schools) requires all purchases be accompanied by a purchase order issued by this office. As a key partner with City Schools, it is imperative suppliers comply with this request.

The timely delivery of quality goods and services is a key component to the efficient use of taxpayers' resources. Deliveries without a purchase order results in unnecessary delays and costs to the district and the supplier. Suppliers are cautioned not to commence work, deliver services or ship products prior to the receipt of a purchase order as you will not be paid.

Additionally, suppliers are advised acceptance of a City Schools' purchase order is your agreement to the terms and conditions, including the prices attached thereto unless you advise this office in writing prior to the shipment of goods or commencement of work. Any invoice presented to City Schools for payment that does not match the purchase order amount will be either returned unpaid or paid in accordance with the prices on the purchase order.

Compliance with these requirements will ensure the timely processing of invoices and lower costs. For a complete listing of all City Schools' purchasing regulations please, refer to our website at [www.baltimorecityschools.org](http://www.baltimorecityschools.org).

If you have any questions, please feel free to contact Mr. John Egerton at [REDACTED]

Sincerely,

[REDACTED]  
*John Egerton*

Jeff Parker  
Director of Materials Management

Enclosure

C: John Egerton  
Michael Dodson



**SCHOOL BUS CONTRACT  
BETWEEN  
THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS  
AND  
AAAFORDABLE TRANSPORTATION, LLC**

This School Bus Requirements Contract (the "Contract" or "Agreement"), is made this 13th day of February, 2013, by and between the Baltimore City Board of School Commissioners ("the Board") and AAAfordable Transportation, LLC ("Contractor"). The Board hereby designates the Chief Executive Officer or his/her designee to act on behalf of the Board in overseeing and administering this Contract.

WHEREAS, the Baltimore City Public School System ("City Schools") needs the technical assistance of Contractor with regard to providing school bus transportation services for pupils, and;

WHEREAS, Contractor possesses the necessary equipment and employs individuals who possess the necessary experience, skills, and talent to assist the Board in providing such services.

NOW, THEREFORE, the parties agree as follows:

1. Services: During the term of this Agreement, Contractor shall provide the services which are set forth in the attached document which is entitled Scope of Services, which is a part of this Agreement (Attachment I to this Agreement). Such services are to be provided in coordination with the Director of Pupil Transportation
2. Contract Documents: This Agreement, together with the Request for Proposal (RFP-12087) and the Response to RFP-12087 constitute the Contract Documents, which are hereby incorporated by reference. In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be, in this order, those of:
  - a. This Agreement; then
  - b. RFP- 12087, including any attachments, exhibits, and addenda; then
  - c. The Response.
3. Term: This Agreement shall be for a period beginning July 1, 2013 and, unless sooner terminated as provided in this Agreement or extended with the approval of the Board, will end on the earlier of June 30, 2018 or when the monetary amount of the Agreement is fully expended, or when the services are no longer needed. **No services shall be performed before the Board approves the contract or after it ends.**
4. Payment: The Board agrees to pay Contractor and Contractor agrees to accept, as full compensation for Contractor's services under this Agreement, an aggregate amount not to exceed the costs associated with the awarded daily routes, summer school routes, athletic trips, and cultural trips, school year start up funding and spare bus allowance on an annual basis as shown on the purchase orders generated each school year by City Schools, in accordance with the attached Budget which is a part of this Agreement (Attachment II to this Agreement). Contractor shall submit separate invoices on a **monthly basis detailing the**

**services provided** for regular routes, summer school routes and athletic trips and the actual time and mileage costs **incurred**. Contractor shall submit a separate invoice for each purchase order for cultural trips. Payment shall be made within 15 days after the date of submission of an invoice to the Board's Accounts Payable Office or designee (currently the office of the Chief Operations Officer). The Board shall have no obligation to pay for services performed before the Board approves the Agreement or after it ends. **The Board shall have no obligation to pay for services in excess of the monetary amount of the Agreement. The Board shall have no obligation to pay for services before a purchase order is obtained from the Office of Materials Management formerly the Procurement Office.**

5. The buses the Contractor will use to perform services under this Agreement are listed in Attachment III.
6. Accounts and Records:
  - a. Contractor shall retain, and upon request, make available to the Board, all accounts and records relating to this Agreement for at least three years after final payment is made and all other pending matters are concluded. The Board reserves the right to audit and inspect all accounts and records maintained by Contractor in connection with this Agreement.
  - b. Public and private nonprofit contractors are required to comply with the requirements of the Office of Management and Budget (OMB) Circular A-133. The nonprofit contractor is responsible for having an audit performed in accordance with and when required by OMB A-133 and for sending a copy of the report issued as a result of the audit to the Board within 30 days of the audit report's issuance. Furthermore, the Board must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office standards as well as to evaluate the scope of the audit engagement to assure it complies with OMB requirements. **(Not Applicable)**.
7. Vehicle Tracking: The Contractor is required to permit the Board to install a Global Positioning Satellite (GPS) tracking system and/or a mobile data terminal (MDT) unit on its buses. These GPS tracking systems and MDT units are not the property of the contractor. All installation, repair, maintenance, or other service of said equipment will be at no cost to the contractor. City Schools, through a City Schools approved vendor, shall perform all installation, repair, maintenance, or other service of the GPS tracking systems and MDT units. If the contractor is deemed negligent in the use of this equipment and the equipment is damaged and/or stolen, or other property damage or physical injury occurs because of the negligent use or misuse of this equipment, the contractor will be responsible for the full repair cost or replacement value, as appropriate, and City Schools shall be held harmless with respect to any resulting injury or property damage. The Contractor, its employees, agents, or volunteers shall not disturb, or tamper with, the GPS tracking systems, the MDT units, or the related equipment and wiring necessary for the installation and operation of the aforementioned equipment. Failure to utilize the MDT as directed by the Director of Pupil Transportation may be cause for termination of the contract.

8. Video Monitors. The Contractor agrees to allow City Schools to, at its election, install video recording equipment in all or any buses operating under this Contract. All video recordings produced by the video monitoring systems constitute student records and shall be treated as confidential information by the Board as consistent with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g et seq., 34 CFR Part 99), and any other applicable laws and regulations. The Contractor acknowledges the Board's responsibility under said laws and regulations, and shall comply with same. In addition, the following guidelines shall apply to all recordings taken by video recording systems used on City Schools' contract service:
- a. City Schools shall retain exclusive control of keys to video recording equipment.
  - b. The Contractor shall not access or attempt to access the recording equipment or the recordings, or make copies of the recordings.
  - c. All requests received by the Contractor from parents to view recordings must be submitted in writing to the City Schools Director of Pupil Transportation or his/her designee. The contractor shall not provide copies of the recordings to any person or entity.
  - d. The contractor shall not release the recordings to any person or entity, including but not limited to media organizations.
  - e. Notwithstanding its other available remedies, in the event that the Board incurs liability and is required to pay certain fees or damages by Order of a court of competent jurisdiction, as a result of the Contractor's violation of this section, the Contractor shall be responsible for reimbursing the Board for all such damages, fees, or expenses it incurs.

These Video Monitors are not the property of the contractor. All installation, repair, maintenance, or other service of said equipment will be at no cost to the contractor. City Schools, through a City Schools approved vendor, shall perform all installation, repair, maintenance, or other service of the Video Monitors. If the contractor is deemed negligent in the use of this equipment and the equipment is damaged and/or stolen, or other property damage or physical injury occurs because of the negligent use or misuse of this equipment, the contractor will be responsible for the full repair cost or replacement value, as appropriate, and City Schools shall be held harmless with respect to any resulting injury or property damage. The Contractor, its employees, agents, or volunteers shall not disturb, or tamper with, the Video Monitors, or the related equipment and wiring necessary for the installation and operation of the aforementioned equipment.

9. Passengers. The contractor shall use the school buses that provide services under this solicitation to provide transportation to students assigned to the vehicle route description or a designated scheduled period, and to other persons designated by City Schools. Transportation or occupancy on the vehicle shall not be provided to any other persons, except as approved by City Schools. This paragraph shall not be construed to limit the use of the bus when the bus is not servicing City Schools' contract. The contractor may pursue other customer uses between and during City Schools designated period for so long as there is not concurrent servicing or occupancy of passengers and not interference with the assignment provided by City Schools. City Schools' contract shall take priority over all others at all times. During other contractor customer uses, contractor shall not in any way state specifically, or by inference or implication, that such use is at the allowance of, request of, or in operation of the contractual relationship between City Schools and the contractor.

City Schools shall be held harmless and not deemed liable to any third party for any injury, damage or otherwise, for such other commercial or customer uses.

10. Motor Vehicle, Criminal, and Drug and Alcohol Test Records. The ability of Contractor to provide services to City Schools is contingent on City Schools' initial and continuous satisfactory review of the bus personnel's motor vehicle record, criminal records, and drug and alcohol test records by City Schools. Any employment agreement between the contractor and its employees shall include an authorization statement from the employee or prospective employee permitting City Schools to acquire, review and evaluate motor vehicle, criminal, and drug and alcohol test records, and include a waiver permitting City Schools to share acquired information obtained by City Schools with Contractors. Notwithstanding the requirements of this section, the Contractor is still responsible for ensuring its bus personnel are performing services in compliance with the Contract Documents, and any applicable federal, State or local law, regulation, or Board policies and procedures.
11. Athletic Trips. The Contractor understands and agrees that transportation it provides for City Schools Athletic Trips may require that the contractor transport City Schools students and passengers to multiple events/locations. The base rate the Board pays for each Athletic Trip is defined in the Financial Proposal in the Appendices of RFP- 12087. The contractor shall not invoice the Board for multiple trips for transportation services that fall within the time and mileage limits of a single Athletic Trip.
12. Indemnification: The Contractor shall defend, indemnify, and hold harmless the Baltimore City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Contractor or its employees, agents, or volunteers.
13. Insurance. Certificates of insurance showing the proper insurance coverage is a requirement of this Agreement. This information will be kept on file in City Schools Office of Pupil Transportation and the City of Baltimore's Office of Risk Management. All Certificates of Insurance will be considered unacceptable if phrases such as "endeavor to and/or "failure to mail such notice shall impose no liability of any kind upon the insurance company, its agents or representatives" or any equivalent exculpatory or limiting language appears on the certificates.

Copies of the insurance policies clearly showing the issuance date and coverage in force shall be furnished to City Schools with the bid response. Any and all changes to the insurance policy during the contract term must be submitted for approval to City Schools Office of Pupil Transportation.

Failure to provide and continue to maintain the insurance coverage for the term of the contract shall be deemed a material breach of contract and may result in termination of the contract. The provisions of any insurance herein do not relieve the contractor of any responsibilities or obligations the contractor has assumed in the contract or for which the contractor may be liable by law or otherwise.

- a. The contractor shall be required to purchase and maintain the types of insurance described below:

**i. Liability Insurance**

The contractor shall provide and keep in force during the term of the contract, Automobile (motor vehicle) liability insurance, and Property Damage liability insurance, to protect pupils, employees, and the public. Should coverage be cancelled for any reason, City Schools reserves the right to suspend payment until coverage is re-instated, secure substitute service, the costs for which shall be borne by the contractor, or terminate the contract in whole or in part.

The limits of the liability insurance policy shall not be less than one million dollars (\$1,000,000.00) per individual injury or fatality. The contractor shall also carry property damage coverage in the amount of one hundred thousand dollars (\$100,000.00) per occurrence.

The contractor shall indemnify and hold harmless the City Schools and the Mayor and City Council of Baltimore City from any claims resulting from, or in the course of, the provision of transportation to assigned pupils on City Schools' service including claims involving personal injury or property damage.

City Schools, the Mayor of Baltimore City, the City Council or any of their employees or authorized representatives, will not assume any liability resulting from any vehicular accident, driver negligence, or operational negligence, on the part of the contractor.

**ii. Insurance Offered Through the City of Baltimore's Office of Risk Management**

In lieu of the Automobile Liability Insurance described above, Contractors may elect to participate in the coverage offered by the Baltimore City Office of Risk Management (the "City's Policy"). If elected, the Board shall obtain and keep in force during the term of this Contract, on behalf of those contractors electing to participate, business automobile liability for bodily injury and property damage to third parties in amounts to be determined by the Board from time to time on a per-accident basis for claims occurring during the term of the Contractors Agreement with the Board. The cost of the City's Policy is determined by the Office of Risk Management and the Contractor agrees to reimburse City Schools for the cost of the City's Policy. City Schools may deduct the cost of the City's Policy from any amounts owed the Contractor as a means of reimbursement. Contractor is still required to obtain property damage coverage in the amounts specified in Section 13 (a) (i) of this Agreement.

The contractor shall remain under the policy for a minimum period of one year commencing on the 1st day of October. The Contractor is required to notify City Schools at least forty-five (45) days in advance of October

1<sup>st</sup> of each year if it elects not to participate in the City's Policy. If the Contractor elects not to participate or discontinue coverage under the City's Policy, the Contractor must obtain liability insurance coverage that meets the requirements of that described in Section 13 (a) (i).

The City's Policy shall not include automobile comprehensive, collision physical damage coverage, or general liability insurance.

The cost of this insurance will be deducted from each monthly invoice. As of the date of the solicitation, the estimated cost of the City's Policy was \$15.50 per bus per day. The cost may rise at an estimated rate of 6% per year based on the average cost increase over the last five years, or may fluctuate due to other economic factors. Such cost and cost increases shall be borne by the contractor.

The contractor may arrange for additional automobile liability insurance coverage for times and uses not covered by this contract or for such additional amounts as the contractor deems appropriate to cover its interests. The Board and its agents and employees shall be held harmless and indemnified by the contractor for any damages, financial loss, and/or injury arising out of the contractor's and/or his agents' operation of a bus not insured by the Board.

### **iii. Workers Compensation Insurance**

Contractors shall provide, at contractor's expense, Worker's Compensation insurance as required by the State of Maryland, as well as any similar coverage required for this work by applicable federal laws or the laws of other states.

In the event that Worker's Compensation insurance is not required by statute, contractor shall nonetheless provide Worker's Compensation insurance and benefits resulting there from not by way of limitation or exclusion. Contractor provided Worker's Compensation insurance shall insure all City Schools sponsored pre-service and in-service activities, and further insure for any other activity required or desirable related to acquisition or maintenance of bus personnel certification and ordinary operational activities and procedures.

In the event of cancellation, non-renewal or reduction, contractor shall provide written evidence from an alternative or original carrier of re-insurance without lapse of time or value. Said evidence of re-insurance shall be received by City Schools not less than fifteen (15) days prior to the expiration of the original insurance policy.

- b. The Mayor and City Council of Baltimore (the "City"), the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insureds as



respect to liability arising out of activities performed or to be performed by or on behalf of the Contractor in connection with this Agreement.

- c. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought.
- d. The Contractor's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or the Board and their respective elected/appointed, officials, employees, departments, agencies, agents and volunteers, shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
- e. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City and the Board. There will be an exception for non-payment of premium, which requires ten (10) days notice of cancellation being given to the City and the Board.
- f. Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.
- g. The Contractor shall furnish the City and the Board's Director of Pupil Transportation, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The City and the Board reserve the right to require complete copies of Insurance policies at any time.
- h. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Contractor under any provision of this Agreement.
- i. Evidence of insurance described herein shall be forwarded to and received by City Schools (Director of the Office of Pupil Transportation) not less than thirty (30) days prior to the commencement of each fiscal year, running July 1<sup>st</sup> to June 30<sup>th</sup>.
- j. After award of the contract, the following documents must be submitted to the Director of Pupil Transportation:
  - i. Two (2) copies of a duly signed certificate of insurance showing all coverage and effective dates of the coverage. (Original in Bid Response package). One shall be forwarded to the City of Baltimore's Office of Risk Management.
  - ii. A duly signed insurance policy or a duly signed duplicate copy of the insurance policy.

- iii. A duly signed endorsement(s) naming City Schools, the Mayor of Baltimore City and the Baltimore City Council as additionally insured.
- k. Notwithstanding any of City Schools other rights and remedies, failure of the contractor to continue the required insurance documentation above will result in the withholding of all payments for service under this contract until all required insurance documentation has been provided, and may result in termination of the contract.
- l. All reference to "re-insurance" shall be considered synonymous with "replacement insurance," and all reference to "auto casualty" shall be considered synonymous with "vehicle liability."

14. Defaults and Remedies. Performance by the contractor under this Agreement shall be subject at all times to the review and approval of City Schools. City Schools may terminate the agreement, in whole or in part, if the Contractor fails to fulfill its obligations under the Contract Documents properly and on time, or otherwise violates any provision of the contract. Examples of circumstances where the Board may exercise its termination rights include but are not limited to, inadequate performance, or violation of a law, regulation or Board policy or procedure by the contractor or an agent of the contractor. In addition to any other available remedies, City Schools may exercise any of the following in the event of default:

- a. **Contract Termination:** Transportation service contracts may be immediately terminated, in whole or in part, by City Schools at the sole and absolute discretion of City Schools.
- b. **Alternative Suspension:** Transportation service contracts may be suspended, in whole or in part, for an alleged violation of provisions as an alternative to termination, which shall be determined in the sole and absolute discretion of City Schools. During the term of the suspension, City Schools shall conduct an investigation of the events that lead to the suspension, shall assign Contractor's obligations to another contractor, and shall suspend payment to the current Contractor. The suspension period shall begin on the date of notification, or as otherwise described in writing.
- c. **Payment Suspension:** City Schools may withhold payment, in whole or in part, to the contractor in its sole and absolute discretion.
- d. **Damages:** If termination or suspension procedures are implemented against the school bus contractor by City Schools, the contractor may be held responsible to City Schools for the additional expenses it incurs in procuring an alternative contractor.

City Schools shall notify the vendor of the actions that constitute a default, any remedies City Schools intends to exercise, and any remedial action the vendor must take. Such notice shall be in writing and mailed to the contractor by regular first class U.S. mail, hand delivered, or any other acceptable means of delivery, prior to the effective date of action by City Schools.

The remedies noted above are not exclusive and any election on the part of City Schools not to exercise the remedies set forth above shall not be construed as a waiver of its rights provided in this section, the contract documents, or those afforded by law.

15. Financial Stability. Without acting to limit other remedies available to City Schools, in the event that City Schools is requested by the contractor to make direct payments to a contractor's creditors, or if City Schools is required to so direct payment by garnishment or tax lien, a service charge of \$50 per payment or part payment shall be assessed and deducted from payments due the contractor. This fee shall not apply where the proceeds assignment represents a regular proceeds assignment for the full amount of funds due the contractor to a secured financial institution creditor or Performance Bond Surety of the contractor, not the result of execution by Court proceeding. In all other instances, should the Contractor request that assignment of payment to a third party, not a party to the agreement, such an assignment must be consented to in writing by City Schools prior to any such assignment or payment to the requested assignee.
16. Responsibility for Reimbursement. In the event that City Schools suffers economic loss or indebtedness by reason of the contractor's violation of any applicable federal, State or local laws, or regulations, City School's policies and/or guidelines, or the failure of the contractor to perform its obligations under the Contract Documents, the contractor shall be required to reimburse the Board for all costs, including but not limited to, any fines or legal fees incurred by City Schools, the school or the organization. This provision does not serve to limit any other rights or remedies available to City Schools.
17. Failure to Perform Required Services. In the event that the Contractor fails to perform, or is unable to perform, in whole or in part, its obligations as required under the Contract Documents, City Schools shall have the right to reassign any portion or all of the service to other carriers. In the event that the reassignment results in increased costs to City Schools, the contractor shall be required to reimburse the City Schools for the difference between the original contract (bid) cost and the cost of the reassigned service. This provision does not serve to limit any other rights or remedies available to City Schools.
18. Complaint Resolution. Contractor will be required to directly and promptly (within 24 hours) remediate all problems and complaints submitted by City Schools Office of Pupil Transportation. Said problems and complaints shall be submitted via a centralized system. City Schools shall maintain a software platform that must be accessed by the Contractor. The Contractor, as such, must maintain a broadband internet connection at its dispatch center, and must outline such specifications for its dispatch units as part of its City Schools response.
19. Failure to Supply Required Equipment. If the contractor is unable to supply a school bus of the size and/or type that meets the requirements of the Contract Document for the routes awarded, the contractor shall be deemed in default and the affected route(s) shall be reassigned to another vendor with available equipment of the size and/or type required to service the route(s). In the event that the reassignment of route(s) results in increased costs to City Schools, the Contractor shall be required to reimburse City Schools for the difference between the original contract (bid) cost and the cost of the reassigned service. This provision does not serve to limit any other rights or remedies available to City Schools.

20. Exclusive Use Contract. City Schools shall have the exclusive use of all school buses while those school buses are performing service under this Agreement. The contractor is strictly prohibited from using school buses contracted to City Schools to provide service to any other group or organization while operating in-service under this contract. This clause shall not prohibit the contractor from chartering school buses to outside groups and organizations when the buses are not under service to City Schools, or from operating City Schools field trips, athletic trips, and Community Education trips in sequence with service for other school districts and organizations if the trip order does not require that the buses remain with the group. Under no circumstances are any non-City Schools passengers to be transported with City Schools' passengers without the written authorization of the City Schools Office of Pupil Transportation.

The contractor shall not charge any person or entity for the transportation provided by school buses operating under this contract. The contractor is prohibited from carrying unauthorized passengers on City Schools' routes. This includes, but is not limited to, unauthorized pupils, students residing in other school districts serviced by the contractor, friends, children, or family members of the school bus personnel, and unauthorized company employees.

21. Authority to Declare Contractor in Default. Notwithstanding City Schools' rights pursuant to other portions of the Contract Documents or applicable law, City Schools shall, at its discretion, have the authority to declare the contractor in default of the terms of this contract, including but not limited to the following actions or events:

- a. The contractor becomes insolvent.
- b. The contractor makes an assignment of the interest in this contract for the benefit of creditors without the written permission of City Schools.
- c. The contractor makes an assignment of the interest in this contract to a purchaser without the written permission of City Schools.
- d. A voluntary or involuntary petition of bankruptcy is filed by or against the contractor.
- e. The contractor refuses to accept assigned service awarded under this contract.
- f. A receiver or receivers are appointed to assume control of the affairs and/or property of the contractor.

22. Liquidated Damages. In the event the Contractor fails to perform the obligations below, which are required under this agreement, the Contractor shall be liable for liquidated damages for each occurrence of the performance failure(s) in the amounts expressed below:

- a. Failure to perform any or all portions of a route or trip assigned by City Schools  
1/2 of the daily rate for a morning breach on that route or trip and 1/2 of the daily rate for an afternoon breach of that route or trip
- b. Failure to ensure that students disembark at their assigned schools prior to the bus departing ..... \$100.00 / per student
- c. Failure to ensure that students are not left on the bus following the completion of the route ..... \$100.00 / per student
- d. Failure to notify City Schools of a bus accident immediately ..... \$100.00
- e. Failure to send a driver for required post accident or scheduled random drug and alcohol testing.....\$200.00

- f. Failure to submit timely and proper documentation as required .....\$200.00
- g. Making an unauthorized stop while providing City Schools' service .....\$100.00
- h. Transporting an unauthorized person.....\$400.00
- i. Use of school bus driver not certified by City Schools .....\$500.00
- j. Use of school bus aide not certified by City Schools .....\$250.00
- k. Failure of driver to produce valid license and/or DOT physical card .....\$100.00
- l. Use of a school bus not approved by City Schools..... \$500.00
- m. Smoking tobacco products on a school bus .....\$50.00
- n. Late bus arrival (exceeding ten (10) minutes) at schools where the reason for the delay is not accepted by City Schools (Acceptable reasons include: traffic congestion, road closures, increment weather, accidents and bus incidents).....\$50.00
- o. Failure to present a school bus at the inspection on the bus' scheduled inspection date .....\$100.00
- p. Inspection failure requiring the removal of tags, or other conditions warranting the removal of tags .....\$100.00
- q. Any route that is returned for any reason with less than 30 days notice \$1,000.00
- r. Inspection failures – Major - more than two (2) per inspection as determined by the guidelines established by Maryland LEA fleet managers, the Motor Vehicle Administration and the Maryland State Department of Education..... \$200.00

One or more of these liquidated damages may apply at any one time. Damages will not be imposed for situations beyond the control of the contractor. Situations that are beyond the control of the Contractor include, but are not limited to, accidents, unusual traffic jams, road construction, weather oriented delays, and schedule conflicts authorized by City Schools. Liquidated damage amounts will be deducted from regularly scheduled payments, if any, due the Contractor.

The listing of occurrences above is not to be construed as a limitation on available remedies or a limit on the type of offenses that may result in sanctions or actions on Contract by City Schools against the contractor. In no event shall the liquidated damages assessed exceed 20% of the total value of the contract.

- 23. The written consent of the Board shall be required when: 1) Fifty percent (50%) or more of the officers in the corporation change; and/or 2) there is any transfer or assignment of the corporation's stock or any other change in ownership, beneficial ownership, and/or control of the corporation.
- 24. No individual who has been previously disqualified as a contractor by any local, state, or federal agency may have an ownership interest in the Contractor's business entity. The Contractor agrees that any of the following requests may be made if the Chief Executive Officer/designee believes that the Contractor, or a person with an ownership interest in the entity performing the services under this Agreement, has been previously disqualified as a contractor by a local, state, or federal agency:
  - a. To submit annually, to the Chief Executive Officer/designee, a certificate of good standing from the Maryland Department of Assessments and Taxation.

- b. To submit annually, to the Chief Executive Officer/designee, a listing of the names and addresses of the officers/owners of the entity providing services to the Board as the Contractor.
  - c. To identify the officers/owners who shall sign this Contract as guarantor(s) responsible for performing all the terms and conditions of this Contract, including the policies, regulations, and procedures established by the Baltimore City Board of School Commissioners and/or the Chief Executive Officer/designee.
  - d. At the request of the Chief Executive Officer/designee, the Contractor shall submit the names and addresses of the stockholders/owners of the entity performing services to the Board as the Contractor. All such information shall be kept confidential.
25. The Contractor is required to comply with all applicable Baltimore City zoning requirements and regulations and any applicable covenant regarding the parking and storage of school buses. The Board shall not be responsible for any financial expense associated with noncompliance with any regulation or requirement. In addition, the Board shall not be held responsible for any financial expense associated with any non-approved bus garage or parking location change.
26. Student's Education / Medical / Psychological Records / Consents. Contractor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws.
27. MBE/WBE Compliance. Contractor shall comply with the requirements of Article 5, Subtitle 28 et seq. of the Baltimore City Code, as amended from time to time, pertaining to Minority and Women's Business Enterprises. (MBE/WBE Requirements). The enforcement and interpretation of the MBE/WBE Requirements is vested in the Board. The Board may grant such exceptions and waivers of the MBE/WBE Requirements as it deems is in the best interest of the Baltimore City Public School System. Contractor's failure to comply fully with these requirements constitutes a breach of this Agreement, and entitles the Board, at its option, to terminate this Agreement immediately upon delivery of written notice of termination to Contractor.

A CONTRACTOR WHO FAILS TO COMPLY WITH ANY PROVISIONS PERTAINING TO THE ABOVE MBE/WBE REQUIREMENTS, INCLUDING BUT NOT LIMITED TO THE FAILURE TO PROVIDE REQUIRED PAPERWORK TO DEMONSTRATE COMPLIANCE WITH MBE/WBE REQUIREMENTS, IS SUBJECT TO ANY AND ALL OF THE FOLLOWING PENALTIES: (1) SUSPENSION OF CONTRACT; (2) WITHHOLDING OF FUNDS; (3) RESCISSION OF CONTRACT BASED ON MATERIAL BREACH; (4) REFUSAL TO ACCEPT A BID; (5) DISQUALIFICATION (DEBARMENT) OF A PROPOSER, CONTRACTOR, OR OTHER BUSINESS FROM ELIGIBILITY FOR PROVIDING GOODS OR SERVICES TO THE BOARD FOR A PERIOD NOT TO EXCEED 2 YEARS; AND (6) PAYMENT OF LIQUIDATED DAMAGES.

THE FINAL PAYMENT FROM THE BOARD TO THE CONTRACTOR IS CONTINGENT UPON COMPLIANCE WITH AND SUBMISSION OF THE REQUIRED PAPERWORK PERTAINING TO THE ABOVE MBE/WBE REQUIREMENTS. **(Not Applicable)**

28. Subcontracting and Assignment. Contractor shall give full personal attention to the faithful execution of this Agreement. Contractor shall not subcontract or assign any part of this Agreement without the prior written consent of the Board.
29. Termination for Convenience. The Board or its designee shall have the right in its absolute discretion to terminate this Contract for its convenience, in whole or in part, at any time and for any reason or for no reason, without incurring any liability, upon no less than thirty (30) days prior written notice to Contractor. If the Board terminates this Contract for its convenience, then Contractor shall have no other right to compensation or payment except for actual services rendered and actual expenses paid prior to the date of termination that have been approved by the Board's Monitor. Upon receipt of the notice and unless otherwise directed by the Monitor, Contractor immediately shall stop performing services under this Contract on the date and to the extent specified in the notice but shall complete performance of any services not terminated by the notice and shall take any other action directed in the notice or by the Monitor.
30. Professionals. In the event the services to be provided by Contractor must by law be provided by individuals who are licensed and/or certified, Contractor shall only assign individuals to provide services under this Agreement who are licensed and/or certified in accordance with all applicable laws and regulations, and in accordance with the policies and procedures as established by the Board. Additionally, Contractor shall only assign individuals who have been credentialed by the Contractor to provide the specific services required by this Agreement. All such individuals assigned by Contractor to provide services shall maintain their license and/or certification in good standing (not under review or subject to suspension, credentials current) during the entire term of this Agreement. Contractor shall, prior to providing services, submit documentation that the individuals assigned to provide services are properly credentialed and are licensed and/or certified to the Director of Pupil Transportation, 200 E. North Avenue, Baltimore, Maryland 21202.
31. Independent Contractor. The Board and Contractor recognize and agree that Contractor is an independent contractor, and that neither Contractor nor any of Contractor's employees or agents is an employee of the Board or of the Mayor and City Council of Baltimore (the "City").
32. Disciplinary Action Against Bus Personnel. The school bus Contractor is responsible for taking all disciplinary actions required against school bus personnel (which includes, but is not limited to, bus drivers and bus aides), and all such actions and the Contractor's response to such actions shall be a part of the evaluation process of contractor's performance. Nothing in this section shall provide school bus personnel with any remedy or appeal to City Schools for Contractor actions. Notwithstanding the other provisions of the Contract Documents, a disciplinary action against Contractor's bus personnel or conduct on the part of the bus personnel that is not in compliance with the terms of the Contract Documents may require City Schools to prevent the bus personnel from performing services for City Schools.
33. Responsibility for payment of taxes. Contractor shall be responsible for all federal and/or state tax, and Social Security liability that may result from the performance of and compensation for these services. The Board assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of Contractor, its employees and/or others by reason of this Agreement. Contractor shall defend, indemnify and save

harmless the Board, the City and the State of Maryland, (when any funds for this Agreement are provided by the State of Maryland or the Federal Government), their officials, officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from:

- a. Contractor's failure to pay any such compensation, wages, benefits, or taxes; and/or
- b. the supplying to Contractor of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.

34. Criminal Background Check. It is the responsibility of Contractor to make certain that its employees, agents, volunteers, and contractors who may have contact with students are in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs therefore shall be borne by Contractor.

- a. Any and all current and future employees of Contractor who have direct contact with students must have a criminal background check and fingerprinting conducted by the Human Resources Department of the City Schools before beginning work in a City School. Previous background checks will not be accepted. The fee for the background check shall be paid by the Contractor by check or money order at the time the fingerprinting is performed. No employee can begin work in a City School until results have been received. Violation of this provision may result in Termination for Cause.
- b. Employees of Contractor who will be placed in a City School but will not have direct contact with students must have on record a Criminal Justice Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Monitor before services can commence. Every two years the Contractor shall submit copies of background checks to the Contract Monitor. Should any employee be flagged during the term of this agreement, the Contractor shall contact the Contract Monitor within 24 hours of notification. Violation of this provision may result in Termination for Cause.
- c. The Contractor shall comply with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered sex offender. The Contractor shall utilize the same screening services for criminal backgrounds as used by the Board in order that the Board can have consistency with all those individuals permitted to work in schools and with children. Therefore, the Contractor shall require that all employees providing services to students be screened via the Criminal Justice Information Service (CJIS) and NCIC.

35. Performance Evaluation. The Board or its authorized agents or representatives may conduct an evaluation of the Contractor's performance under this Agreement. Contractor shall fully cooperate with the Board or its authorized agents or representatives and shall provide such information and documents as may be requested to conduct the performance evaluation.



36. Governing Law. This Agreement shall be construed by and governed under the laws of the State of Maryland.
37. Entire Agreement. This Agreement supersedes all prior oral and written proposals and communications between Contractor and the Board related to Contractor's services to be performed and validly executed Amendments are herein incorporated by reference to this Agreement. This Agreement may not be modified orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom enforcement of such modification or waiver is sought.
38. Waiver. No waiver of any breach of any provision of this Agreement shall operate as a waiver of such provision of this Agreement or as a waiver of subsequent or other breaches of the same or any other provision of this Agreement, nor shall any action or non-action by either party be construed as a waiver of any provisions of this Agreement or of any breach thereof unless the same has been expressly declared or recognized as a waiver by such party in writing.
39. Termination for Default. If the Contractor fails to fulfill its obligation under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the Board or its designee may terminate the Agreement by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the Board's option, become the Board's property. The Board shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Board can affirmatively collect damages.
40. Withholding Payment. In addition to any other available remedies, if, in the opinion of the Board, the Contractor fails to perform in accordance with the terms of the Agreement, the Procurement Officer or a designee responsible for paying invoices may refuse or limit approval of any invoices for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Board determines that the Contractor has met the performance terms as established by the Agreement.
41. Late Submission of Invoices. The parties acknowledge and agree that the Contractor's invoices are to be submitted to the Board in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided to the Board. If invoices are submitted after one calendar year after the last date the Contractor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
42. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
43. Interpretation. The Agreement shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions.

44. Recitals. The Recitals are incorporated herein by reference.

45. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, and Board policies and procedures applicable to the services to be rendered under this Agreement. Contractor's violation of any of these laws, statutes, ordinances, rules, regulations, or Board policies or procedures constitutes a breach of this Agreement and entitles the Board to terminate this Agreement immediately upon delivery of written notice of termination to Contractor.

During the term of the Agreement, Contractor shall pay its employees a Living Wage in accordance with all applicable City, State or Federal Living Wage legislation and regulations. The Contractor agrees to provide the Board with documentation that indicates it has paid its employees a living wage in accordance with applicable law. The Contractor shall provide this documentation to the Board on a quarterly basis.

46. Contract Monitor. Communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between the Board's Contract Monitor who is as follows:

**For the Board:**

Director Of Pupil Transportation  
Name

200 East North Avenue  
Address

Baltimore, MD 21202  
City, State, Zip Code

(410) 396-7440  
Phone Number

Fax Number

**For the Contractor:**


AAAFordable Transp  
Name

46 S. Franklinhowse Rd  
Address

Balco Md 21223  
City, State, Zip Code

410 945 9001  
Phone Number

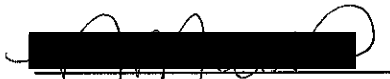
410 945 9013  
Fax Number

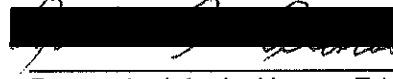
  
Tax Identification Number

With a copy to:  
Director of Materials Management  
200 E. North Avenue, 4th Floor  
Baltimore, Maryland 21202  
(410) 396-8757

IN WITNESS WHEREOF, the parties have signed and sealed this School Bus Contract as of the day first written above.


BALTIMORE CITY BOARD  
OF SCHOOL COMMISSIONERS


  
Witness


 (Seal)  
By: Andrés A. Alonso, Ed.D.  
Chief Executive Officer

BUS CONTRACTOR

  
Witness

 (Seal)  
By:  
Carol Williams

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY THIS 27, OF February  
2013  
  
2/27/2013

APPROVAL OF THE DIRECTOR  
OF MATERIALS MANAGEMENT  
  
3/1/13

ATTACHMENT I

SCOPE OF SERVICES

The Scope of Services is as set forth in RFP-12087, which is specifically incorporated into and made a part of this Agreement.

## ATTACHMENT II

### BUDGET

Payment to Contractor is subject to compliance with the following requirements:

Contractor will only be paid for services actually provided in accordance with this contract. In no event shall the total amount to be paid to Contractor exceed the total amount stated in this Budget.

The budget for AAAfordable Transportation, LLC is \$4,330,895.49 for the term of the contract.

Contractor must submit documentation, along with its invoice for payment, justifying all expenses and costs for which it is seeking reimbursement. Such documentation must also include the number of actual hours worked by its staff, the name of the staff person providing services and, a description of the services provided by each such member of its staff. Payment to Contractor is conditioned upon submission of such documentation and the submission of any other documentation as may be requested by the Board or its representatives.

#### **Base Rates (Year One):**

Curb to Curb Route:	\$395.00
Corner to Corner Route:	\$395.00
Summer School Route:	\$360.00
Athletic Trips:	\$300.00
Cultural Trips:	\$300.00

#### **Over the Base Rates (Year One):**

\$1.55 per mile over 60 miles  
\$40.00 per hour over 4.5 hours

#### **Fuel Adjustment**

The Contractor will be granted an allowance for the adjustment of fuel pricing. The amount of the allowance will be set on the first day of the Contract period and evaluated each month using the Central Atlantic DOE diesel per gallon price index. As of April 30, 2012, the Central Atlantic DOE index price was (\$4.022/gal). This shall be the reference point for fuel pricing for services rendered under this specification.

A price adjustment of one (1) cent will be made to the Contractor's per mile fee if there is an increase or decrease of more than six (6) cents per gallon in the cost of fuel. This price adjustment shall show as a separate line on the Contractor's invoice. The formula will be the total miles driven, divided by 6, times the increase or decrease from the reference point. The increase or decrease from the reference point will be the difference between the April 30, 2012 rate and the rate of the Central Atlantic DOE index first published in the month in which the services are provided.

### **Price Adjustment**

In order to protect the interest of the Board of School Commissioners and to provide the contractor a reasonable basis for bidding, a price adjustment feature is hereby incorporated into the specifications and contract documents and shall be binding on the contractor and the Board of School Commissioners. A price adjustment of up to 2.5 % will be awarded for the second year on the contract anniversary date, and each year thereafter, on the anniversary date pending a review of factors which include, but are not limited to, the Consumer Price Index (CPI) for the Baltimore/Washington area for public and private transportation increase/decrease in the Maryland State grant for transportation, local funding, and information supplied by the contractors' verifying operational cost increases. Contractor agrees that the price adjustment may result in an increase or decrease in the amount paid to the Contractor, depending on the Board's analysis of the aforementioned factors.

### **Spare Buses**

City Schools will pay \$5,000 dollars per spare bus at the end of the school year (number of spare buses must first be approved by City Schools). The number of spare buses will be limited. The minimum number is 1 spare bus per contractor. Spares are approximately 1 spare to 20 routes up to a maximum of 5 per contractor, and the number must be approved by the Director of Pupil Transportation.

The contractor hereby agrees to accept payments adjusted in this manner as full compensation for services delivered.

ATTACHMENT III  
LIST OF EQUIPMENT

Bus Number	Tag Number	VIN	Year	Make
1566	H7279C	4UZAAXCS96CU45413	2006	THOMAS FL65
1565	H7314C	4UZABRCT96CU74072	2006	THOMASC2
1564	H7278C	4UZAAXCS96CU45413	2006	THOMAS FL 65
1563	H7315C	4UZABRCT06CU74073	2006	THOMAS C2
1562	H7280C	4UZABRCT56CU74070	2006	THOMASC2

AAAffordable Transportation agrees to acquire the additional buses to meet the requirements of the contract.