



Greetings,

Please find attached **Bid #1410 – Charter Bus Transportation** for your review and consideration. In order to conserve resources, Rancho Santiago Community College District is sending this bid via email. **However, only bids returned in a sealed envelope clearly marked with the name and bid number will be evaluated. Faxes and emailed copies of your bid response will not be accepted.** The bid must be received no later than August 18, 2022 at 2:00 P.M. Hand deliver or return your bid via US Post Office, private delivery or courier firm to:

Rancho Santiago Community College District
Attn: Purchasing Department – Room 109
2323 North Broadway
Santa Ana, CA 92706

Please download a copy of the bid, complete all forms, sign and return all required documents in a sealed envelope as instructed.

Thank you for your interest in doing business with Rancho Santiago Community College District.



PURCHASING DEPARTMENT
2323 North Broadway – Room 109
Santa Ana, CA 92706
(714) 480-7370

BID #1410 – CHARTER BUS TRANSPORTATION

DUE: August 18, 2022 at 2:00 P.M.

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana, CA 92706

NOTICE CALLING FOR BIDS

The Board of Trustees of the Rancho Santiago Community College District is advertising for bids to be received up to August 18, 2022 at 2:00 P.M. in the Rancho Santiago Community College District, Purchasing Services Department, 2323 North Broadway – Room 109, Santa Ana, CA 92706.

BID #1410 – CHARTER BUS TRANSPORTATION

Bid documents are available at www.rsccd.edu/bidopportunities. For further information, contact Linda Melendez, at the above address, phone (714) 480-7371 or email melendez_linda@rsccd.edu.

Linda Melendez
Director, Purchasing Services

Advertised: OC Register

July 11 and 25, 2022

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. **Preparation of Bid Form.** Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. **Form and Delivery of Bids.** The bid must conform and be responsive to all Bid Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at: **Rancho Santiago Community College District c/o Purchasing Services, 2323 N. Broadway, Room 109, Santa Ana, CA 92706, and must be received on or before the bid deadline (Public Contract Code Section 20112).** The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Bid designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. **Signature.** Any signature required on Bid Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Bid for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

4. **Modifications.** Changes in or additions to any of the bid documents, summary of the service bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered. Any deviations, exceptions or conditions to any of the bid documents may result in the rejection of a bid as being non-responsive.

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

6. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Bid; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the services, including the cost of permits and licenses required for the services; determine the character, quality, and quantities of the services to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Bid . The Bid Documents are only provided as information for the bidder. The DISTRICT is not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions given in the Bid Documents and the actual conditions revealed during the progress of the services. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Agreement. The Agreement which the successful bidder will be required to execute is included in the bid documents.

9. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the Bid Documents, or finds discrepancies in, or omissions from the Bid Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT by the deadline for questions as detailed in the schedule. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Bid Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed or emailed to each bidder known to have received a set of the Bid Documents. No person is authorized to make any oral interpretation of any provision in the Bid Documents, nor shall any oral interpretation of Bid Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Bid Documents, the interpretation of the DISTRICT shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE SERVICES; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE SERVICES IN ACCORDANCE WITH THE BID DOCUMENTS; AND THAT BIDDER AGREES THAT THE BID CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.

10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same services unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

11. Award of Contract. The DISTRICT reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination, or to waive any irregularities or informalities in any bids or in the bidding process, whichever is in the best of the District. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

12. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Services. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Services. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, and to perform the services to the DISTRICT's satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT.

13. License and Permits. If, at the time and date of the bid opening, bidder is not properly licensed to perform the services, such bid will be rejected as nonresponsive. Bidders, their employees, and agents shall secure and maintain valid permits and licenses that are required by all local, county, state, and federal laws for the execution of this contract. Bidders shall meet all requirements of the U.S. Department of Transportation, California Department of Transportation, the California Department of Education, the California Public Utilities Commission, California Department of Motor Vehicles, California Highway Patrol, including but not limited to Driver Training Procedures, Driver records, Vehicle Maintenance Procedures, Vehicle Maintenance records, accident reports and any other law, rule, regulation, or procedure pertaining to the transportation of children/students/persons.

14. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the services, the Workers' Compensation Certificate included as a part of the Bid Documents. Labor Code Section 1861.

15. Anti-Discrimination. In connection with all services performed under this Bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractor employed on the Bid by such bidder.

16. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless the District, its Governing Board, officers, agents and employees as set forth in the agreement.

17. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

18. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion declaration.

19. Debarment. Submission of a signed bid proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the District will be notified of any change in this status.

20. Tax Included. All sales, use or other taxes, (if any) are the responsibility of the bidder. Price stated on the Bid Form is "final price" with no "add-ins" permitted.

21. District's Right to Choose Suitable Transportation. The District's requirements are noted on the bid form. If a driver or vehicle is sent in response to a call and said driver or vehicle is not approved by the District per this bid, the driver and/or vehicle will be refused. If other arrangements are necessary the District will charge back the cost of the replacement to the bidder.

AGREEMENT

THIS AGREEMENT, dated the ___ day of _____, 2022, in the County of Orange, State of California, is by and between Rancho Santiago Community College District, (hereinafter referred to as "District"), and _____, (hereinafter referred to as "Transportation Contractor").

The District and the Transportation Contractor, for the consideration stated herein, agree as follows:

1. Transportation Contractor agrees to complete the Charter Bus Transportation, Bid No. 1410 according to all the terms and conditions set forth in the Bid Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Agreement, Bid Form, Information Required of Bidders, Noncollusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, Insurance Certificates and Endorsements, General Conditions, Specifications/Requirements/Information, Statement of Compliance, Affirmative Action Policy, IRS W-9 Form, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Bid Documents are complementary and what is called for by any one shall be as binding as if called for by all.

2. Transportation Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility services required for performance of the services. All of said services shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the services. The Transportation Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Transportation Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Bid Documents.

4. The services shall be commenced on October 1, 2022. Initial Term of the contract shall be October 1, 2022 through June 30, 2023 with options to extend for four (4) additional one (1) year terms by mutual written agreement, for a maximum term of five (5) years.

5. The Transportation Contractor agrees to and does hereby indemnify and hold harmless the District, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Transportation Contractor or any person, firm or corporation employed by the Transportation Contractor, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the Transportation Contractor, or any

person, firm, or corporation employed by the Transportation Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Transportation Contractor, either directly or by independent contract,

The Transportation Contractor, at Transportation Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

6. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Transportation Contractor, at the Transportation Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Transportation Contractor or any of its officers, agents, employees, sub-subcontractors, any person performing any of the services pursuant to a direct or indirect contract with the Transportation Contractor or individual entities comprising the Transportation Contractor, in connection with or relating to, or claimed to be in connection with or relating to the services or this Agreement, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the Transportation Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the Bid Documents;
- (d) any failure to provide notice to any party as required under the Bid Documents;
- (e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Transportation Contractor under the Bid Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Transportation Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in their sole discretion determine whether such assurances are reasonable.

7. Termination. The District shall have the right to terminate the contract with or without cause at any time giving thirty (30) days written notice to the Transportation Contractor.

Upon notice of cancellation, Transportation Contractor shall be required to fulfill all outstanding obligations for scheduled trips or reimburse the District for any difference in cost for a rescheduled trip resulting in a higher expense to the District.

In the event of any such termination, the District shall secure the required services from another Transportation Contractor.

8. Transportation Contractor shall take out prior to commencing the services, and maintain, during the life of this Agreement, the insurance coverage set forth in the General Conditions.

9. If Transportation Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

10. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

11. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the services to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT: Rancho Santiago Community
College District

TRANSPORTATION CONTRACTOR

By: _____
Signature

By: _____
Signature

Iris I. Ingram, Vice Chancellor
Print Name

Print Name

Title

Contractor's License No.

Tax ID/Social Security No.
(CORPORATE SEAL OF CONTRACTOR,
if corporation)

**NON-COLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Transportation Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

AFFIRMATIVE ACTION POLICY
DISTRICT AWARDS AND CONTRACTS

It is the policy of the Governing Board of the Rancho Santiago Community College District to require from any bidder vendor or contractor, prior to the awarding of a contract, an affidavit that such vendor or contractor does comply with all Federal and State regulations pertaining to fair employment practices and will follow the affirmative action guidelines. Such certificate of compliance is to be required in all cases where the Rancho Santiago Community College District is legally required to advertise for bids prior to contract.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

STATEMENT OF COMPLIANCE
(to be submitted with the bid)

THIS IS TO CERTIFY that I have read the General Conditions, Information for Bidders, Special Conditions and Affirmative Action Policy of Contract Specifications of the Rancho Santiago Community College District and will comply therewith. It is further understood that where the term "Bidder" appears in the General Conditions, the word "Contractor" is hereby substituted.

(Name of Firm)

By _____
(Signature of Authorized Official)

Date _____

FINGERPRINTING REQUIREMENTS CERTIFICATION FORM

SERVICE PROVIDER CERTIFICATION

With respect to the Contract dated _____, 20____ by and between the Rancho Santiago Community College (“District”) and _____ (“Service Provider”):

Service Provider hereby certifies to the District’s Board of Trustees that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Any determination of the exemption (as set forth below) of the Service Provider’s requirements to provide the required criminal background check certification shall be in the District’s sole discretion. Absent such determination by the District, the Service Provider must submit this Certification.

Signature: _____

By: _____

(Printed Name)

Title: _____

Date: _____

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF TRANSPORTATION CONTRACTOR

Signature

Print Name

Title

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Rancho Santiago Community College Dist
2323 N Broadway
Santa Ana CA 92706

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all of the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement shall cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "you" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, Responsible Managing Officers (RMOs) or Responsible Managing Employees (RMEs). The District has discretion to request additional "information".

1. Bidder name and address (post office box number is not sufficient):

2. Telephone: _____ Fax: _____
Email: _____

3. Company Emergency contact 24/7: _____

4. Individual ____ Partnership ____ Corporation ____ Joint Venture ____ (check one)

5. Bidder's Corporate License No. _____ State _____

6. Have you ever been licensed under a different name or different license number?

Yes ____ No ____ If "Yes", give name and license number.

7. Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

8. Number of years as a provider of this type of transportation services: _____

9. Number of years as a provider of student transportation services: _____

INFORMATION REQUIRED OF BIDDER

10. List all applicable transportation permits (city, county and state) under which you currently operate your transportation services: _____

11. The number of drivers/vehicles in your employ in California and the types of services you provide. Drivers _____ Vehicles _____ Types of Services _____

12. The number of wheelchair accessible vehicles available for use by the District. _____
13. Please indicate if you have a GPS tracking system available to locate drivers and vehicles at any given time and if this system will be available for use by the District.
Yes _____ No _____ If yes, please include a complete description of this system. _____

14. Describe your emergency notification/calling capability. _____

15. Do you require all your transportation specific employees to undergo random drug testing? Yes _____ No _____ If yes, please explain your company policies and procedures.

INFORMATION REQUIRED OF BIDDER

16. Does your company fingerprint all employees, drivers, attendants and mechanics who might come in contact with students? Yes _____ No _____

17. Do you conduct criminal background checks on all employees, drivers, attendants and mechanics who might come in contact with students? Yes _____ No _____

18. Please provide a detailed list and description of in-service training and retraining programs. _____

19. Please describe your cancellation policy. _____

20. Provide the total number of vehicle accidents you have had in the State of California within the preceding three (3) years. Please break the numbers down into categories of chargeable, non-chargeable, moving, non-moving, students on board, and violations charged. _____

21. Do you have a formal, scheduled preventive maintenance program for vehicles?
Yes _____ No _____ If yes, provide details of the program and a sample of checklists.

INFORMATION REQUIRED OF BIDDER

22. Do you require daily inspection of interior and exterior of vehicle including written forms to be completed by the drivers? Yes ___ No _____

23. If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and workers' compensation loss ratio for the past three (3) years within California? Yes _____ No _____ If no, please explain _____

24. Have you ever been terminated from a school district or any public transportation services contract prior to the completion of the contract? Yes _____ No _____ If yes, give dates, names and addresses of school district/public agency and details. _____

25. Have you ever been barred from bidding on any school district or public transportation services contract? Yes _____ No ____ If yes, give dates, names and addresses of school district/public agency and details. _____

26. Have you ever defaulted on any school district or public transportation services contract? Yes _____ No _____ If yes, give dates, names and addresses of school district/public agency and details. _____

INFORMATION REQUIRED OF BIDDER

27. Have you been in litigation, arbitration, mediation, or dispute of any kind on a question or questions relating to a school district or public transportation services contract during the past seven year (7) years? Yes _____ No _____ If yes, please provide of the school/public district/public agency and details. _____

28. Have you had any non-district related business, financial or other connection with any officer, employee or consultant of the District?
Yes ____ No _____ If yes, please elaborate. _____

INFORMATION REQUIRED OF BIDDER

29. List of References – Community College/K12 school district (preferred) or public transportation services contract references within the last five (5) years.
District has discretion to require more than five (5) references.

1. Name _____

Complete Address and Telephone _____

Contact Person _____

Dates of Commencement and Completion of Contract _____

Contract Amount _____

2. Name _____

Complete Address and Telephone _____

Contact Person _____

Dates of Commencement and Completion of Contract _____

Contract Amount _____

3. Name _____

Complete Address and Telephone _____

Contact Person _____

Dates of Commencement and Completion of Contract _____

Contract Amount _____

INFORMATION REQUIRED OF BIDDER

4. Name _____

Complete Address and Telephone _____

Contact Person _____

Dates of Commencement and Completion of Contract _____

Contract Amount _____

5. Name _____

Complete Address and Telephone _____

Contact Person _____

Dates of Commencement and Completion of Contract _____

Contract Amount _____

INFORMATION REQUIRED OF BIDDER

BUS FLEET

Fifty (50) percent of the Bidder's fleet shall be no older than five (5) years. Bidder shall list the quantity and age of their buses.

Group 1 – No.
of Coach Buses

_____ 1-3 years
_____ 4-6 years
_____ 7-9 years
_____ 10 years +

Group 2 – No.
of Mini-Coach Buses

_____ 1-3 years
_____ 4-6 years
_____ 7-9 years
_____ 10 years +

Group 3 – No.
of School Buses

_____ 1-3 years
_____ 4-6 years
_____ 7-9 years
_____ 10 years +

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

INTRODUCTION

Rancho Santiago Community College District (District) is a multi-college district comprised of Santa Ana College (SAC) in Santa Ana, Santiago Canyon College (SCC) in Orange, various centers and satellite sites with enrollment exceeding approximately 44,000 students. The District operates on a semester system with year-round operations.

Due to the recent pandemic bus transportation services were not utilized on a regular, routine basis. In the 2017-18 school year (July 1, 2017 – June 30, 2018), the District scheduled 68 field and athletic trips and in the previous school year 2016-17, there were 29 scheduled trips. The District anticipates the amount of scheduled trips for the 2022-2023 school year to potentially be slightly higher. The amount is not guaranteed and may be more or less depending on the District's needs. The District does not guarantee any minimum nor maximum amount of business during the term of the contract.

SCHEDULE OF EVENTS

Notice Calling for Bids	July 11 and 25, 2022
Bid Release Date	July 11, 2022
Last Day to Submit Questions	August 4, 2022 at 2:00 P.M.
Bids Due	August 18, 2022
To Board of Trustees for Award	September 12, 2022
Service Start Date	October 1, 2022

1.0 SCOPE OF SERVICE

- 1.1** The District is seeking bids from qualified and responsible Bidders to provide transportation to the District by means of buses (coach, mini-coach and school bus) for students and other designated persons to and from points as shall be specified by the District or its authorized representative(s) during the period indicated for the purpose of athletic events, instructional field trips and outings coordinated by District Services. The District wishes to enter into an agreement with a transportation company that has an outstanding customer service reputation and excellent safety record.
- 1.2** Trips will include but not be limited to athletic events and instructional field trip or outing. The primary pickup sites are Santa Ana College at 1530 West 17th Street, Santa Ana, CA and Santiago Canyon College at 8045 East Chapman Avenue, Orange.

GENERAL CONDITIONS

2.0 GROUP CLASSIFICATIONS/BID AWARD

2.1 Bus group classifications may be awarded separately, as opposed to an “all or none” award being made to one Bidder. The award will be broken down into the following group classifications:

1. **Group One** – Coach Passenger Buses
2. **Group Two** – Mini-Coach Buses
3. **Group Three** - School Buses

2.2 Bidders may bid on **any** or **all** group classifications.

3.0 DUE DATE/TIME

3.1 Sealed bids are due Thursday, August 18, 2022 at 2:00 P.M. at Rancho Santiago Community College District, Purchasing Department, 2323 North Broadway – Room 109, Santa Ana, CA 92706. Bids will not be accepted after the date and time stated above. The District is not responsible for late or misdirected bids. Bids received after the specified due date and time will be returned unopened.

3.2 All bids must be returned in a sealed envelope clearly labeled with the name and bid number. **Faxes and emailed copies of the bid will not be accepted and will be returned to the bidder unopened.**

4.0 BID FORM ENCLOSURE INSTRUCTIONS

4.1 To expedite and simplify the bid evaluation and to ensure that each bid receives the same orderly review, all bids shall adhere to the format provided. Place your bid amounts **ONLY** on the forms provided. Bids shall contain all elements of the information without exception. Any bids submitted with amounts on a document other than the bid form will be deemed non-responsive.

4.2 The following documents must be completed, signed and returned with the bid:

4.2.1 Bid Documents:

- Drug Free Workplace Certification
- Non-Collusion Declaration
- Finger Printing Requirements Certification Form
- Information Required of Bidder (**Failure to complete and include with the bid shall be deemed non-responsive**)
- Bid Form/Scenarios
- Signature Page (**Unsigned bids shall be deemed non-responsive and rejected**)
- IRS Form W-9

GENERAL CONDITIONS

4.3 The following documents must be included and returned with the bid:

4.3.1 Bidder's Records/Reports/Licenses:

- Safety Compliance Report/Terminal Record Update
- PUC License
- SPAB (Student, Pupil, Activity Bus, if available)

4.4 After the bid award has been approved by the District's Board of Trustees, the successful Bidder(s) shall execute and return to the District within five (5) business days after the notification of the award, the following documents.

- 4.4.1**
- Agreement
 - Certificate of Workers' Compensation Insurance
 - Certificate(s) of District Insurance Requirements

4.5 Failure to complete and return all required documents/forms may deem the Bidder non-responsive.

4.6 Each bid shall be good for ninety (90) calendar days from the date of the bid opening.

5.0 BIDDER'S RESPONSIBILITIES

5.1 Bidders are solely responsible for timely submission of bids and that are responsive to the bid instructions. The District is not responsible for late or misdirected bids. The Bidder is responsible for returning all documents required by the bid. All information required in the bid shall be completely and accurately provided. Bids shall not contain interlineations, erasures or other corrections unless the same are suitably authenticated by initials of the individual(s) executing the bid on behalf of the Bidder. Ambiguities or inconsistencies in a bid may result in rejection for non-responsiveness.

6.0 CLARIFICATION/COMMUNICATIONS

6.1 Questions regarding the bid or the intent thereof, or any discrepancies, omissions or inconsistencies in the bid documents shall be submitted in writing **ONLY** via email:

Linda Melendez
Director, Purchasing Services
Rancho Santiago Community College District
Email: melendez_linda@rsccd.edu

GENERAL CONDITIONS

- 6.2** The District will respond in writing to inquiries submitted in conformity with the foregoing. Inquiries must be received by the District five (5) business days prior to the last day for the submission of bids. Such questions must be received by the District in the manner designated, not later than the deadline set which is August 4, 2022 at 2:00 P.M. The District will not respond to inquiries submitted after that date and time.
- 6.3** Failure to provide such questions before this deadline relieves the District of any and all responsibility to take corrective action(s) and the matter in question will not be considered nor will the matter be allowable as grounds for a protest of the bid award.
- 6.4** No oral interpretations, clarifications or modifications to the contract documents are authorized on behalf of the District, and Bidders shall not rely upon any such oral interpretation, clarification, or modification of the bid. The District expressly reserves the right to modify or amend the project of the bid by addenda duly issued to all Bidders.

7.0 TERM OF CONTRACT

- 7.1** The term of this bid shall be for one (1) year beginning October 1, 2022 and ending June 30, 2023, with an option to renew for four (4) additional one (1) year terms. Bid prices shall be in effect beginning October 1, 2022 through June 30, 2023. The decision to extend the term of the contract will be based on quality of service and prices provided.

8.0 ADJUSTMENT OF RATES

- 8.1** Prices for the subsequent years may be adjusted on a yearly basis using the percentage change in the Consumer Price Index (CPI) using the index for urban consumers in the Los Angeles area. Price adjustments must be submitted in writing with sufficient justification ninety (90) days prior to the effective date of the renewal period. This escalation figure is for factoring in any fuel cost increases or industry changes that may apply. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make an adjustment as deemed by the District to be reasonable and fair. The adjusted rate shall be negotiated with bidder and effective on a mutually agreed upon date.
- 8.2** A fuel surcharge may be considered and negotiated should unforeseen drastic fuel costs occur.

9.0 DISTRICT RIGHTS

- 9.1** The Board of Trustees will make its award on this bid according to the best interest of the District and its decision will be final. The Board of Trustees reserves the right to reject any or all bids, to accept or reject any one or more items of the bid, or to delete items entirely, or to award in any combination, or to waive any

GENERAL CONDITIONS

irregularities or informalities in the bids or in bidding whichever is in the best interest of the District.

- 9.2** The Board of Trustees may award the Group One, Two and Three classifications listed on the Bid Form separately, as opposed to an “all or none” award being made to one Bidder.
- 9.3** The District reserves the sole right to evaluate the Bidder’s compliance with the bid requirements and the services offered for the purpose of selecting the successful Bidder. Each bid will be evaluated on prices submitted, scenarios, Safety Compliance Reports/Terminal Record Updates, condition and age of bus fleet, maintenance facilities, references and responsiveness to the requirements of the bid. During the evaluation, the District reserves the right to use additional scenarios. The District may, at its’ discretion, plan site visits.

10.0 TERMINATION

- 10.1** The District shall have the right to terminate the contract with or without cause at any time giving thirty (30) days prior written notice to the Bidder. Upon notice of cancellation, Bidder shall be required to fulfill all outstanding obligations for scheduled trips or reimburse the District for any difference in cost for a rescheduled trip resulting in a higher expense to the District.
- 10.2** In the event of any such termination, the District shall secure the required services from another Bidder.

11.0 CONTACT PERSON

- 11.1** During the entire contract period the Bidder is expected to assign a specific contact individual. This person will be responsible for the receiving, scheduling and confirmation of all bus requests, price quotations for specific trips, billing questions and other situations or problems that may arise during the contract period.

12.0 INSURANCE

- 12.1** Bidder, consistent with its status as an independent contractor, will carry and **will cause its subcontractors to carry**, at least the following insurance from companies having an A.M. Best Rating of A-:IV or better, in the form and in the amounts as DISTRICT may require:
- Workers’ Compensation Insurance as required under California state law.
 - Commercial General Liability Insurance/Property Damage with limits of not less than a combined single limit of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate.

GENERAL CONDITIONS

- Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage. Coverage shall not exclude passengers.

- Sexual Misconduct or Molestation Liability \$3,000,000 per occurrence, \$6,000,000

12.2 General and auto liability insurance policies shall be endorsed to name the District as an additional insured. The certificate must read as follows, “Rancho Santiago Community College District, its Board of Trustees, officers, agents, directors, and employees are named as additional insured under this policy”.

12.3 Bidder shall not commence work under this Agreement until it has obtained all the insurance required hereunder and delivered to DISTRICT satisfactory of all insurance required under this Agreement. Policies will not be cancelled until after thirty (30) days unconditional written notice to District.

13.0 INDEMNIFICATION

13.1 To the fullest extent permitted by law, Bidder shall and does hereby agree to indemnify, protect, defend, and hold harmless the District, its officers, agents, employees, and volunteers from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorney’s fees), and other claims of any natures, kind, or descriptions (collectively “claims”) by any person or entity, arising out of, caused by, or resulting from Bidder’s performance under this agreement and which are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Bidder, anyone directly or indirectly employed by Bidder, or anyone for whose acts Bidder may be liable. Bidder further agrees to waive all rights of subrogation against the District.

14.0 CALIFORNIA LAW

14.1 Any agreement of contract resulting from this bid shall be governed by the laws of the State of California. In the event that any clause is held to be non-enforceable, the remaining provisions shall nonetheless remain in full force and effect.

15.0 BID FORM/SIGNATURE PAGE

15.1 The Bid Form/Signature Page must be signed by an authorized representative. Unsigned bids shall be deemed non-responsive and will be rejected.

16.0 PERMITS AND LICENSES

16.1 The Bidder, his/her employees and agents shall secure and maintain valid licenses and permits that are required by law during the entire term of the contract. All vehicles must be properly signed and meet the Safety Specifications of the U.S.

GENERAL CONDITIONS

and California Department of Transportation, Department of Motor Vehicles and the Highway Patrol at all times during the term of the contract period.

17.0 TARDINESS AND ADDITIONAL EXPENSES

- 17.1** Should the Bidder arrive more than one (1) hour behind schedule, all charges connected with alternate arrangements, either made by the District personnel or Bidder, will be the responsibility of the Bidder.
- 17.2** Bidder shall be responsible for any additional costs incurred by the District due to Bidder's failure to provide the services in accordance with the contract.

18.0 CLEANING AND REPAIRS

- 18.1** All buses must be cleaned inside and out as necessary including restrooms, all interior areas such as seats, floors, windows, storage areas etc. Repairs to visible body damage, inside and out shall be made immediately after such damage occurs. Regular preventive maintenance, as approved by the bus manufacturer shall be practiced on all buses. Bidder shall be responsible to furnish all equipment fuels and lubricants for such buses and all maintenance repairs. All equipment in the buses must be fully operational at the time of service.

19.0 TRANSFER OF OBLIGATION

- 19.1** The Bidder shall not assign or transfer any operation of law or otherwise any of its rights, burdens, duties, obligations, or any sum that may accrue to it hereunder as any resulting purchase order(s) issued by the District without prior written consent by the authorized representative of the District.

20.0 INDEPENDENT CONTRACTOR

- 20.1** The Bidder is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the bid requirements. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and the Bidder or, any of the Bidder's agents or employees. The Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the services being provided during the course and scope of their employment. The Bidder, its agents and employees, shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees. The District shall be permitted to monitor the activities at any time to determine compliance with the terms of the bid requirements and agreement.

GENERAL CONDITIONS

21.0 FORCE MAJEURE CLAUSE

- 21.1** The Bidder shall be excused from performance hereunder during the time and to the extent that they are prevented from performing the services by the act of God, fire, strike, flood, riots, sabotage, lockout, commandeering of facilities and equipment or any other circumstances of like character. When satisfactory evidence hereof is presented to the District, and provided that it is satisfactorily established that the non-performances is not due to the fault or neglect of the Bidder not performing.
- 21.2** The Bidder agrees that in the event of the act of God, fire, strike, flood, riots, sabotage, lockout, commandeering of facilities and equipment or any other circumstances of like character, it will in good faith attempt to locate and employ other bus companies in order to provide the services agreed to in the contract and resulting purchase orders issued by the District. The District agrees to assist the Bidder, if possible, to minimize disruptions.

22.0 ACCIDENT REPORTS

- 22.1** All accidents, which involve the Bidder's personnel while in operation pursuant to this bid, shall be reported to the District immediately. Accidents involving injuries to students or other persons shall be reported to the District immediately after the Bidder is notified of same. (The District's representative who made the reservation should be notified as soon as possible of the accident.) Accident reports may be delivered verbally; however, a written report which includes all pertinent information shall be provided by the Bidder as soon as reasonably possible after an occurrence, but in no event later than one (1) working day after the accident.

23.0 COMPLIANCE WITH LAW

- 23.1** Bidder warrants that all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with by the Bidder and their drivers.

GENERAL CONDITIONS

24.0 REQUIREMENTS FOR ALL BUS CLASSIFICATIONS – (Group 1, 2 & 3)

- 24.1** Bidder shall guarantee buses with a minimum of seventy-two (72) hours notice prior to date/time of use.
- 24.2** Bidder shall have all appropriate licenses. License copies shall be submitted with the bid documents. A Student, Pupil, Activity Bus (SPAB) license must be submitted showing the Bidder is authorized to carry K-12 students. Failure to submit copies of the required licenses may deem the bid non-responsive.
- 24.3** Bidder's Charter/School Bus business must be established for a minimum of five (5) years prior to the bid opening date.
- 24.4** The District reserves the right to inspect at any time prior to or during the term of agreement the Bidder's facilities and equipment.
- 24.5** Prices shall be quoted for trips originating at pick-up points as described under Scope of Service. All quotes shall be from the pick-up point and terminated at time of return to original pick up point.
- 24.6** No orders of buses may be confirmed nor dispatched to pickup unless successful bidder has receive a Purchase Order prior to scheduled date for pickup.
- 24.6** Computation of charges will be on a trip basis. Time and miles will be figured separately and charges will be the greater of the two.
- 24.7** Non-compliance with bid specifications and requirements must be remedied by the Bidder within twenty-four (24) hours. The Bidder will be required to replace any inoperative equipment to prevent disruptions in service. The Bidder will be required to compensate the District for any and all expenses incurred as a result of the Bidder's failure to provide specified service.
- 24.8** Bidder shall permit box lunches on excursions.
- 24.9** All drivers provided have been drug tested in compliance with any applicable laws, rules and regulations of any authority having jurisdiction.
- 24.10** Bidder and their drivers shall be held responsible for knowledge concerning directions to and from destination.
- 24.11** All drivers must be thoroughly professional in both conduct and attire, experienced and maintain a valid Commercial Class B Drivers License and Bus Drivers Certificate. All drivers shall have a minimum of one (1) year commercial bus driving experience.
- 24.12** All drivers must be in good health at all times when driving buses in service for the District.

GENERAL CONDITIONS

- 24.13** The Bidder will ensure the driver will supply his/her own meals and admission fees on all excursions.
- 24.14** The District will be responsible for driver's lodging expenses for overnight trips. The District will not pay for any lodging incidentals such as movies, telephone calls, internet, honor bar, laundry, etc.
- 24.15** The bus and driver must remain at the sight where passengers are delivered for the duration of the event. They cannot leave the site without notifying the trip liaison or the head coach.
- 24.16** When a second bus driver is needed because the duration of the trip will exceed the maximum number of hours a single driver can legally drive in any given period, the Bidder must make arrangements for a replacement driver prior to the initial departure time.
- 24.17** A dispatch employee shall be available twenty-four hours a day.
- 24.18** All buses must meet the safety specifications of the U.S. and California Department of Transportation, Department of Motor Vehicles and the Highway Patrol at all times during the term of the contract period.
- 24.19** The Bidder will ensure that buses pass a safety inspection by the Bidder's maintenance staff and be in good working condition prior to arrival.
- 24.20** If a bus of the size and type requested is not available for the District's use, it is the Bidder's responsibility to arrange for a bus of the size and type required from another bus company. The District must be notified in advance in writing when a subcontractor will be used to cover a trip. The District has the right to reject any subcontractor. Subcontractors must adhere to all the requirements of the contract including carrying the required insurance. The Bidder shall invoice the District for buses provided by other companies at the rates specified herein. Frequent use of subcontracted buses shall be grounds for termination.
- 24.21** The District reserves the right to contact another bus company to provide field trip services without violating the contract with the Bidder.

SPECIFICATIONS/REQUIREMENTS/INFORMATION

25.0 Group One Classification – Coach Bus Requirements/Information

- 25.1** All coach buses must be equipped with the following equipment at no additional charge:
- Air Conditioning
 - Working Restroom
 - Step Stool/Kneeling Capabilities
 - PA System
 - Reclining Chairs
 - Luggage Compartments
 - Cell Phone and/or Radio Dispatch
- 25.2** If requested, a coach bus shall be equipped with audio/visual equipment (i.e. TV/DVD player). If applicable, Bidder must state additional charge(s). Additional charges will not be allowed if not stated.
- 25.3** If requested, Bidder shall provide an ADA (Americans with Disabilities Act) compliant wheelchair accessible coach bus. If applicable, Bidder must state additional charge(s). Additional charges will not be allowed if not stated.
- 25.4** Long distance (outside Orange or LA counties), overnight, or out-of-state trips may be required.
- 25.5** Buses should be available three hundred sixty-five (365) days a year, twenty-four (24) hours a day.
- 25.6** Place all prices for Coach Buses on the Bid Form, including cost for trip scenarios.

26.0 Group Two Classification – Mini-Coach Bus Information

- 26.1** Indicate if the coach buses are or can be equipped with the following features:
- | | |
|---|-------------|
| - Air Conditioning | Yes___No___ |
| - Microphones | Yes___No___ |
| - Step Stools/Kneeling Capabilities | Yes___No___ |
| - Audio/Visual Equipment
(i.e. TV/ DVD Player) | Yes___No___ |
| - ADA Wheelchair Compliant | Yes___No___ |

Indicate any additional charges for these features on the Bid Form. Additional charges will not be allowed if not stated on the Bid Form.

SPECIFICATIONS/REQUIREMENTS/INFORMATION

26.2 Buses should be available three hundred sixty-five (365) days a year, twenty-four (24) hours a day.

26.3 Place all prices for Mini-Coach Buses on the Bid Form, including cost for trip scenarios.

27.0 Group Three Classification - School Bus Information

27.1 Indicate if school buses are equipped with the following features:

- | | |
|---|---------------|
| - Air Conditioning | Yes____No____ |
| - Microphones | Yes____No____ |
| - Step Stools/Kneeling Capabilities | Yes____No____ |
| - Audio/Visual Equipment
(i.e. TV/ DVD Player) | Yes____No____ |
| - ADA Wheelchair Compliant | Yes____No____ |

Indicate any additional charges for these features on the Bid Form. Additional charges will not be allowed if not stated on the Bid Form.

27.2 Buses must be available three hundred sixty-five (365) days a year, twenty-four (24) hours a day.

27.3 Place all prices for School Buses on the Bid Form. including cost for trip scenarios.

BID FORM

Name of Bidder: _____

To: Rancho Santiago Community College District, acting by and through its Governing Board, herein called the "District."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Form Price Sheet, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, W-9, all insurance requirements, Finger Printing, Scope of Service, General Conditions and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance and the cost of performance, hereby propose and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform and complete in a good workmanlike manner everything required to be performed in accordance with all applicable laws, codes, regulations, ordinances and any other legal requirements in connection with the following:

Bid No. 1410: Charter Bus Transportation

all in strict conformity with the Bid Documents, including Addenda No(s). _____, _____, _____.

Each individual bid term shall be determined from reviewing all portions of the Bid Documents, and shall include all items necessary to complete the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the services, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the services, and the furnishing of tools, equipment, supplies, facilities, labor, and supervision, required to perform and complete the services, all as per the requirements of the Bid Documents, whether or not expressly listed or designated.

2. It is understood that the District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, to increase or decrease quantities or to delete items entirely or to award items separately or in any combinations, or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. It is understood and agreed that if written notice of the award of a contract is delivered to the Bidders, the Bidder will execute and deliver to the District the Agreement, endorsements of insurance, the Workers' Compensation Certificate, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the District.

4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the Bidder at the address stated below.

BID FORM

5. The name(s) of all persons interested in the bid as principals are as follows:

6. The undersigned hereby warrants that the Bidder has appropriate licenses at the time of the bid opening, that such license entitles Bidder to provide the services, that such license will be in full force and effect throughout the duration of any awarded contract. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening.

7. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

8. It is understood and agreed that if requested by the District, the Bidder shall furnish a notarized financial statement, additional references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of Bidder's ability to perform the service.

9. The required Non-collusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration may render the Bidder automatically nonresponsive.

10. The Information Required of Bidder form has been fully completed and is attached hereto.

BID FORM

GROUP 1 – COACH BUS

Passenger Capacity	Quantity of Buses	Minimum Flat Rate for 5 Hours	Rate Per Hour Over 5 Hour Minimum	Rate Per Mile
			Which is Greater	

PUC Tax \$ _____

Fuel Surcharge \$ _____

Deadhead Miles \$ _____

Other Charges – Specify _____ \$ _____

Optional Charges – TV/DVD Player (If DVD Player isn't standard) \$ _____

Cancellation Fee* \$ _____

GROUP 1 - COACH BUS w/ADA Wheelchair Capability

Passenger Capacity	Quantity of Buses	Minimum Flat Rate for 5 Hours	Rate Per Hour Over 5 Hour Minimum	Rate Per Mile
			Which is Greater	

PUC Tax \$ _____

Fuel Surcharge \$ _____

Deadhead Miles \$ _____

Other Charges – Specify _____ \$ _____

TV/DVD Player (If DVD Player isn't standard) \$ _____

Cancellation Fee* \$ _____

BID FORM

GROUP 1 – COACH BUS Long Distance or Out-of-State

Passenger Capacity	Quantity of Buses	Flat Daily Rate	Rate Per Mile
		Which is Greater	

PUC Tax \$ _____

Fuel Surcharge \$ _____

Deadhead Miles \$ _____

Other Charges - Specify _____ \$ _____

Overnight Trip Charge \$ _____

Additional Driver Charge \$ _____

TV/DVD Player (If TV/DVD Player isn't standard) \$ _____

Cancellation Fee* \$ _____

Cancellation Fee for Overnight Trip* \$ _____

GROUP 2 – MINI-COACH

Passenger Capacity	Quantity of Buses	Minimum Flat Rate for 5 Hours	Rate Per Hour Over 5 Hour Minimum	Rate Per Mile
			Which is Greater	

PUC Tax \$ _____

Fuel Surcharge \$ _____

Deadhead Miles \$ _____

Other Charges – Specify _____ \$ _____

Optional Charges – TV/DVD Player (If DVD Player isn't standard) \$ _____

Cancellation Fee* \$ _____

Cancellation Fee for Overnight Trip* \$ _____

BID FORM

GROUP 2 – MINI-COACH w/ADA Wheelchair Capability

Passenger Capacity	Quantity of Buses	Minimum Flat Rate for 5 Hours	Rate Per Hour Over 5 Hour Minimum	Rate Per Mile
			Which is Greater	

PUC Tax \$ _____

Fuel Surcharge \$ _____

Deadhead Miles \$ _____

Other Charges – Specify _____ \$ _____

Optional Charges – TV/DVD Player (If DVD Player isn't standard) \$ _____

Cancellation Fee* \$ _____

Cancellation Fee for Overnight Trip* \$ _____

GROUP 3 – SCHOOL BUS

Passenger Capacity	Quantity of Buses	Minimum Flat Rate for 5 Hours	Rate Per Hour Over 5 Hour Minimum	Rate Per Mile
			Which is Greater	

PUC Tax \$ _____

Fuel Surcharge \$ _____

Deadhead Miles \$ _____

Other Charges – Specify _____ \$ _____

Cancellation Fee* \$ _____

Cancellation Fee for Overnight Trip* \$ _____

BID FORM

GROUP 3 – SCHOOL BUS w/ADA Wheelchair Capability

Passenger Capacity	Quantity of Buses	Minimum Flat Rate for 5 Hours	Rate Per Hour Over 5 Hour Minimum	Rate Per Mile
			Which is Greater	

PUC Tax \$ _____

Fuel Surcharge \$ _____

Deadhead Miles \$ _____

Other Charges – Specify _____ \$ _____

Cancellation Fee* \$ _____

Cancellation Fee for Overnight Trip* \$ _____

*Cancellation charges, if any, must be stated on the Bid Form. If none is specified, it shall be agreed that no cancellation charges will apply.

BID FORM

Must be Completed by Bidder

SCENARIO #1

Event: SCC CAMP Field Trip

Date of Trip: August 22, 2022

Student Count: 48 passengers & 1
Wheelchair

Arriving at SCC: 5:30 P.M.

Departing School: 6:00 P.M.

Returning to SCC: 10:30 P.M.

Destination: Segerstrom Center for the Arts
600 Town Center Dr
Costa Mesa, CA 92626

Special Instructions: Wait and return service.

Cost \$_____based on Bid Form pricing

SCENARIO #2

Event: SCC Women's Soccer vs Bakersfield

Date of Trip: August 23, 2022

Student Count: 30 passengers

Arriving at SCC: 5:45 A.M.

Departing School: 6:15 A.M.

Returning to SCC: 9:30 P.M.

Destination: Bakersfield College
1801 Panorama Dr.
Bakersfield, CA 93308

Special Instructions: One bus.

Cost \$_____based on Bid Form pricing

SCENARIO #3

Event: SAC Football Team/Game

Date of Trip: September 16, 2022

Student Count: 100 Students, 10 Faculty

Arriving at SAC: 1:00 P.M.

Departing School: 1:30 P.M.

Returning to SAC: 11:00 P.M.

Destination: College of the Desert
43-500 Monterrey Ave
Palm Desert, CA 92260

BID FORM

Special Instructions: Two buses only.

Cost \$ _____ based on Bid Form pricing

SCENARIO #4

Event: SAC Engineering Students

Date of Trip: October 19, 2022

Student Count: 47 Passengers

Arriving at SAC: 7:00 A.M.

Departing School: 7:30 A.M.

Returning to SAC: 6:00 P.M.

Destination: NASA Jet Propulsion Lab
4800 Oak Grove Drive
Pasadena, CA

Special Instructions: Wait and return. Group would like to make a stop en-route to campus for lunch.

Cost \$ _____ based on Bid Form pricing

SCENARIO #5

Event: SAC Men's Soccer/Playoff Game

Date of Trip: December 2-4, 2022

Student Count: 28 Students, 4 Faculty

Arriving at SAC: 5:30 P.M.

Departing School: 6:00 P.M.

Returning to SAC: Dec 5, 2022 @ 8:00 P.M.

Destination: Cosumnes River College
8401 Center Pkwy
Sacramento, CA 95823

Special Instructions: Overnight bus required.

Cost \$ _____ based on Bid Form pricing

Individual Name: _ Signed by: _____

 Print Name: _____

 Date: _____

 Business Address: _____

 Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____
(a _____ Corporation¹)
Business Address: _____

Telephone: _____
Signed by: _____, President, Date: _____
Print Name: _____, President
Signed by: _____, Secretary, Date: _____
Print Name: _____, Secretary
[Seal]

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Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____