BID NO. 298 D

FIVE-YEAR CONTRACT
FOR CHARTER BUS SERVICES

FOR

THE COLLEGES OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT:

SADDLEBACK COLLEGE
28000 MARGUERITE PARKWAY, MISSION VIEJO, CA 92692

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE, IRVINE, CA 92618

AND

ATEP
15445 LANDSDOWNE ROAD
TUSTIN, CA  92782

BID DEADLINE – APRIL 24, 2012

TIME - 11:00 A.M.
NOTICE INVITING BIDS

Bid No. 298 D

Notice is hereby given that the South Orange County Community College District will receive up to but no later than 11:00 A.M., April 24, 2012, sealed bids for a **Five-Year Contract for Charter Bus Service for Irvine Valley College and Saddleback College.** Bids should be mailed or hand delivered to the South Orange County Community College District at 28000 Marguerite Parkway, Health Science Building, 3rd Floor, Mission Viejo, California 92692, Attention: Purchasing Department. Complete descriptions, specifications, and conditions governing the bidding may be secured from the Purchasing Department at the above address.

No Bidder may withdraw his bid for a period of 90 days after the date set for the opening of bids. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Pursuant to Section 22300 of the Public Contract Code, the contract will contain provisions permitting the successful Bidder to substitute securities for any monies withheld by the DISTRICT to ensure performance under the contract or permitting payment of retentions earned directly into escrow.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Successful Bidder shall be required to certify under the penalty of perjury under the laws of the State of California whether the Bidder is a Minority, Women, or Disabled Veteran Business Enterprise or a business enterprise that does not fall under any of the preceding categories.

Brandy D’Lena
Director
Facilities Planning & Purchasing

PUBLISH: THE REGISTER
March 30, 2012 &
April 6, 2012
Time/Date for Bid Submittal: April 24, 2012 @ 11:00AM

Location for Bid Submittal: South Orange County Community College District
Saddleback College
28000 Marguerite Parkway, Health Science Building, 3rd Floor,
Mission Viejo, CA 92692

INTRODUCTION

The South Orange County Community College District is a multi-campus District comprised of Saddleback College in Mission Viejo, Irvine Valley College (IVC) in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin with enrollment exceeding 42,000 students. The District operates on a semester system with year-round operations.

1.0 SCOPE OF WORK

1.1 South Orange County Community College 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 pupils 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 meets and instructional field trips. The District wishes to enter into an agreement with a transportation company that has outstanding customer service reputation and excellent safety record.

1.2 The successful Bidder shall have appropriate licenses for business and employee drivers. Vehicle must be properly signed and 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. All vehicles must be clean, which includes restrooms, all interior areas including seats, storage areas, etc. 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. As a minimum, all coach buses must be equipped with reclining chairs, step stools, luggage compartments, cell phone and/or radio dispatch, a working restroom and PA system.

1.3 Trips will include but not be limited to athletic meets, instructional, and Community Service field trips. The primary pick-ups are Irvine Valley College located at 5500 Irvine Center Drive, Irvine and Saddleback College at 28000 Marguerite Parkway, Mission Viejo. Other pick-up sites shall be specified for each trip when ordering the bus.

1.4 Bus group classifications will be awarded separately, as opposed to an “all or none” award being made to one vendor. 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

1.5 Bidders may bid on any or all group classifications
South Orange County Community College District  
Bid #298 D – Charter Bus Services

2.0  DUE DATE/TIME

2.1 Sealed bids are due back April 24, 2012 at 11:00 A.M. in the South Orange County Community College District at 28000 Marguerite Parkway, Health Science Building, 3rd Floor, Mission Viejo, CA 92692, Attention: Purchasing Dept. 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.

2.2 All bids must be returned in a sealed envelope clearly labeled with the name of the Bidder and bid number. Faxes and emailed copies of the bid will not be accepted.

3.0  BID FORM ENCLOSURE INSTRUCTIONS

3.1 To expedite and simplify the bid evaluation and to ensure each bid received 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.

3.2 The following documents must be completed, signed and returned with the Bid.

3.2.1 Bid Documents
- Drug Free Workplace Certification
- Non-Collusion Affidavit
- Information Required of Bidder
- Bid Form
- Signature Page (Unsigned bids shall be deemed non-responsive and rejected)

3.3 The following documents must be included and returned with the Bid.

3.3.1 Bidder’s Records/Reports/Licenses
- Safety Compliance Report/Terminal Record Update
- PUC License
- U.S.D.O.T. – I.C.C. License
- SPAB (Student, Pupil, Activity Bus, if available)

3.4 After the bid award has been approved by the District’s Board of Trustees, the successful Bidder shall execute and return to the District within five (5) business days after the notification of the award the following documents
- Agreement
- Certificate of Worker’s Compensation Insurance
- Certificate(s) of District Insurance Requirements

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

3.6 Each bid shall be good for ninety (90) calendar days from the date of the bid opening.
4.0 DISTRICT RIGHTS

4.1 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 combinations; or to waive any irregularities or informalities in the bids or in bidding whichever is in the best interest of the District. The Board of Trustees will 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. 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 Bidders. Each bid will be evaluated on prices submitted, Safety Compliance Reports/Terminal Record Updates, condition and age of bus fleet, maintenance facilities, references and responsiveness to the requirements of the bid.

5.0 BIDDER 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 TERM OF CONTRACT

6.1 The contract shall be for a three (3) year period starting on July 1, 2012 and ending on June 30, 2015 with an option to renew for two additional one-year terms. Prices shown by vendors on their bids will be in effect between July 1, 2012 and June 30, 2013. The decision to extend the term of the contract will be based on level of service and prices provided.

7.0 ADJUSTMENT OF RATES

7.1 Prices for subsequent years will 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 thirty (30) days prior to the effective date of the renewal. This escalation figure is for factoring in any fuel cost increases or industry changes that may apply.

7.2 A fuel surcharge may be considered and negotiated should unforeseen drastic fuel cost occur.

8.0 TERMINATION

8.1 Either party may terminate this agreement with or without cause prior to the expiration date by giving thirty (30) days written notice.

9.0 CONTACT PERSON

9.1 The Bidder is expected, during the entire contract period to assign a specific contact individual. This person will be responsible for the receiving, scheduling and confirming all bus requests, price quotations for specific trips, billing questions and other situations or problems that may arise during the contract period.
10.0 INSURANCE

10.1 A Certificate of Insurance showing a minimum of $5,000,000 general liability and auto insurance including injuries and accidental death must be submitted.

10.2 Successful vendor shall provide certificates and insurance policies including the following:

(a) A clause stating: "This policy shall not be cancelled or reduced in required limits of liability or amount of insurance until notice has been mailed to DISTRICT stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(b) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

(c) An endorsement showing that South Orange County Community College District is a named additional insured under the policy described and that such insurance policy shall be primarily to any insurance or self-insurance maintained by the DISTRICT.

10.3 The Bidder shall provide all required insurance documents within five (5) business days after the notification of award of bid. A purchase order will not be released and no bus trips can be scheduled until all necessary insurance documents have been received.

10.4 It is the responsibility of the Bidder to keep all insurance requirements in-force during the duration of the contract and to inform and forward all document changes and renewal to Ms. Brandye D'Lena, Attention: Purchasing Department, 28000 Marguerite Parkway, Mission Viejo, CA 92692.

11.0 CLARIFICATION/COMMUNICATIONS

11.1 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 fax, e-mail, US mail or private courier to:

Ava Hill, Purchasing Dept./Consultant
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692.
Phone: (949) 592-4680 Fax: (949) 364-1731

11.2 The District will respond in writing to inquiries submitted in conformity with the foregoing. Inquiries must be received by the District five (5) 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 April 19, 2012 at 4:30 PM. The District will not respond to inquiries submitted after that date.

11.3 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.
11.4 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 addendum duly issued to all Bidders.

12.0 CALIFORNIA LAW

12.1 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.

13.0 SIGNATURE PAGE

13.1 The signature page must be signed by an authorized representative and returned in the sealed envelope. Unsigned bids shall be deemed non-responsive and will be rejected.

14.0 SPECIFICATIONS FOR ALL BUS CLASSIFICATIONS (Group 1, 2 & 3)

14.1 Successful Bidder shall guarantee busses with a minimum of seventy-two (72) hour notice prior to date/time of use.

14.2 Bidder shall have both a U.S.D.O.T/I.C.C AND P.U.C license. License copies shall be submitted with the bid documents. A Student, Pupil, Activity Bus (SPAB) license may be submitted showing the Bidder is authorized to carry K-12 students. Failure to submit copies of the required license may deem the bid non-responsive.

14.3 Bidder’s Charter/School Bus business must be established for a minimum of five (5) years prior to the bid opening date.

14.4 The District reserves the right to inspect at any time prior to or during the term of agreement the Bidder’s facilities and equipment.

14.5 Information Required of Bidder must be completed and included with the bid. Failure to complete and include this document shall deem the bid non-responsive.

14.6 Prices shall be quoted for trips originating at pick-up points as described under Scope of Work. All quotes shall be from the pick-up point and terminated at time of return to original pick up point.

14.7 The Bidder will ensure that buses pass a safety inspection by the Bidder’s maintenance staff and in good working condition prior to arrival.

14.8 Non-compliance with bid specifications must be remedied by the Bidder within twenty-four (24) hours. The Bidder will be required to replace any inoperative equipment to prevent disruption 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.

14.9 Successful Bidder(s) shall be held responsible for knowledge concerning direction to and from destination.

14.10 Bidder shall permit box lunches on excursions.

14.11 Cancellation charges if any must be stated on the bid form. Bidder must indicate minimum hours required for Notice of Cancellation. If none is indicated, it shall be agreed will that no cancellation charges will apply.
14.12 Computation of charges will be on a trip basis. Time and miles will be figured separately and charges will be greater of the two.

14.13 Drivers must be thoroughly professional in both conduct and attire, experienced and possess a valid Commercial Class B Drivers License. All drivers shall have a minimum of one (1) year commercial bus driving experience.

14.14 The Bidder will ensure the driver will supply his/her own meals and admission fee on all excursions.

14.15 The District will be responsible for driver’s lodging expenses for over-night trips. The District will not pay for any lodging incidentals such as movies, telephone calls, internet, honor bar, laundry and etc.

14.16 The bus and driver must remain at the sight were passengers are delivered for the duration of the event. They cannot leave the site without notifying the trip liaison or the head coach.

14.17 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.

14.18 A dispatch employee shall be available twenty-four hours a day.

15.0 TRANSFER OF OBLIGATION

15.1 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.

16.0 FORCE MAJEURE CLAUSE

16.1 The parties to the contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the services by the act of God, fire, strike, lockout, commandeering of facilities and equipment by the government when satisfactory evidence hereof is presented to the other party, provided that it is satisfactorily established that the non-performances is not due to the fault or neglect of the party not performing.

17.0 STATE AUDIT

17.1 Pursuant to and in accordance with Section 10532 of the California Government Code, in the event that this Contract involves expenditures and/or potential expenditures of State funds aggregating in excess of Ten thousand dollars ($10,000), the parties agree that all books, records and files shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this contract. This provision shall apply to all grants, assignments, leases and subcontracts, if any, hereunder.
18.0 SPECIFICATIONS/REQUIREMENTS/INFORMATION

A. Group One Classification – Coach Bus Requirements/Information

18.1 All Coach Buses must be equipped with the following at no additional charge:
- Air Conditioning
- Restrooms
- Step Stool/Kneeling Options
- P.A. System

18.2 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.

18.3 If requested, Bidder shall provide an ADA (American with Disabilities Act) compliant wheelchair access coach bus. If applicable, Bidder must state additional charge(s). Additional charges will not be allowed if not stated.

18.4 Long distance, over-night, or out of state trips may be required.

18.5 Buses must be available three hundred and sixty-five days a year, twenty-four hours a day.

18.6 A maximum of five (5) buses will be required for the Rose Parade. Bidder shall guarantee to provide five (5) buses for this event.

B. Group Two Classification – Mini-Coach Buses Information

18.7 Indicate if the coach van(s) are or can be equipped with the following features:
- Air Conditioning
- Microphones
- Step Stools/Kneeling Option
- Audio Visual Equipment
  (i.e. TV/DVD Player)
- ADA Wheelchair Compliant

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

18.8 Buses must be available three hundred and sixty-five days a year, twenty-four hours a day.

18.9 Place all prices of Mini-Coach Buses on the Bid Form.

C. Group Three Classification – School Buses Information

18.10 Indicate if the coach van(s) are or can be equipped with the following features:
- Air Conditioning
- Microphones
- Step Stools/Kneeling Option
- Audio Visual Equipment
  (i.e. TV/DVD Player)
- ADA Wheelchair Compliant
Indicate any additional charges, if any, on the Bid Form for these features. Additional charges will not be allowed if not stated on the Bid Form.

18.11 Buses must be available three hundred and sixty-five days a year, twenty-four hours a day.

18.12 Place all prices of School Buses on the Bid Form.
INFORMATION FOR BIDDERS

1. Preparation of Bid Form. The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice to BIDDERS calling for Bids. All blanks in bid form must be appropriately filled in. All bids must be submitted in sealed envelopes bearing in the outside BIDDER’S name and address, and the name of the project for which the bid is submitted. It is the sole responsibility of the BIDDER’S to see that bids are received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the BIDDER unopened.

2. Signature. The bid form, all bonds all designations of subcontractors, the Contractor’s Certificate, the Agreement, and all Guarantees must be signed in the name of the BIDDER and must bear the signature of the person or persons duly authorized to sign the bid. 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 assistant 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 signatures below the signature and shall bear the corporate seal. If BIDDERS, is a partnership, the true name of the firm shall first be set forth, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If BIDDER is an individual, his/her signature shall be placed on such documents.

3. Modification. Changes in or additions to bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid from which is not specifically called for in the contract documents may result in the DISTRICT’S rejection of the bid as not being responsive to the invitation to bid. No oral telephonic modification of any bid submitted will be considered and a telephonic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the BIDDER was placed in the mail prior to the opening of bids.

4. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature of the signatures, of the person or persons signing the bid. In the event the DISTRICT determines that any bid is unintelligible, inconsistent or ambiguous, the DISTRICT may reject such bid as not being responsive to the invitation to bid.

5. Withdrawal of Bids. Any bid may be withdrawn, either personally, by written request, or by telegraphic request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior
to the scheduled closing time for the receipt of bids, in accordance with this paragraph, shall be returned upon demand before.

6. Interpretation of Plans, Specifications and Documents. If any prospective BIDDER is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for an interpretation or correction thereof may be submitted to the DISTRICT. The BIDDER submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued pursuant to action of the governing board and a copy of such addendum will be mailed or delivered to each BIDDER receiving a set of the contract documents. No person is authorized to make any oral interpretation of any position in the contract documents, nor shall any oral interpretation be binding on the DISTRICT. If discrepancies on drawings, or in specifications, or conflicts between drawings and specifications are not covered by addenda, BIDDER shall include in the bid methods of construction and materials in the higher bid.

7. 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 work unless alternative bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a BIDDER, or that has quoted prices of materials to a BIDDER is thereby disqualified from submitting a proposal or quoting prices to other BIDDERS or making a prime proposal.

8. Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the DISTRICT, will be by action of the governing board and to the lowest responsible BIDDER therefore from among those BIDDERS who are responsive to the call for bids. In the event an award is made to BIDDER, and such BIDDER fails or refuses to execute the contract and provide the required documents within five (5) days after notification of the award of the contract to BIDDER, the DISTRICT may award the contract to the next lowest BIDDER or release all BIDDERS.

9. Alternates. If alternate bids are called for, the contract may be awarded at the election of the governing board to the lowest responsible BIDDER on the base bid, or on the base bid and any alternate or combination of alternates.

10. Evidence of Responsibility. Upon request of the DISTRICT, a BIDDER whose bid is under consideration for the award of the contract shall submit promptly to the DISTRICT satisfactory evidence showing the BIDDER’S financial resources, surety and insurance claims experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a project of the scope involved.

11. Anti-Discrimination. It is the policy of the DISTRICT Board of Trustees that, in connection with all work performed under Construction and Purchasing contracts, there be no discrimination
against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor code, Section 1410 and Labor code, Section 1735. In addition, the Contractor agrees to require like compliance by all sub-contractors employed on the work by him.

12. **Hold Harmless Clause.** The BIDDER shall indemnify the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

   a. Liability for damages for (1) death or bodily inquiry to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the BIDDERS or any person, firm or corporation employed by the BIDDER upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, and except for liability resulting from the active negligence of the DISTRICT.

   b. Any injury to or death of persons or damage to property caused by and any act, neglect, default or omissions of the BIDDER, or any person, firm, or corporation employed by the BIDDER, either directly or by independent contract, including damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct or anyone employed by the BIDDER either directly or by independent contractor, and not by the active negligence of the DISTRICT.

   c. The BIDDER, at the BIDDER’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 officers, agents or employee on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
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 CONTRACTOR

________________________

Signature

________________________

Print Name

________________________

Title

________________________

Date
The prospective Vendor must sign the Affidavit and provide the information required of Vendors as outlined.

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Vendor, a partner, or an officer or employee of the responding corporation having authority to sign on its behalf;

2. That the attached proposal or proposals have been arrived at by the Vendor independently, and have been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment or services described in the Request for Proposal designed to limit independent offers or competition;

3. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Subscribed and sworn to me this

______ of __________, __________

Signature

Notary Public

Firm Name

Expires

Date
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 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.)

Schools Legal Service of O.C.
May 2002

Workers' Compensation Certificate
Page 1
INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. “You” or “your” as used herein refers to the Bidder’s firm and any of its owners, officers, directors, shareholders, parties or principals. District has the discretion to request additional information.

A. General Information

(1) Firm name and address:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

(2) Telephone: ____________________ FAX No. ________________

Email: ________________________________

(3) Type of firm: (check one)

Individual ______ Partnership ______ Corporation ______

(4) Number of years in the bus transportation business ____________

B. List of References

Bidder shall list the contact person with title, address, telephone/fax number and e-mail from five (5) school Districts (preferred) or businesses where the Bidder has provided bus transportation services.

1. Contact Person/Title: ________________________________
   Address: ____________________________________________
   Phone/Fax: __________________________________________
   E-Mail Address: ______________________________________

2. Contact Person/Title: ________________________________
   Address: ____________________________________________
   Phone/Fax: __________________________________________
   E-Mail Address: ______________________________________

3. Contact Person/Title: ________________________________
   Address: ____________________________________________
   Phone/Fax: __________________________________________
   E-Mail Address: ______________________________________

4. Contact Person/Title: ________________________________
South Orange County Community College District
Bid #298 D – Charter Bus Services

Address: __________________________________________________________
Phone/Fax: ________________________________________________________
E-Mail Address: ____________________________________________________

5. Contact Person/Title: _____________________________________________
Address: __________________________________________________________
Phone/Fax: ________________________________________________________
E-Mail Address: ____________________________________________________

C. 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.

<table>
<thead>
<tr>
<th>Group I – Coach Buses</th>
<th>Group 2 – Mini Coach Buses</th>
<th>Group 3 – School Buses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age/Number</td>
<td>Age/Number</td>
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<tr>
<td>______ 1 Year or Less</td>
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I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _______ day of ____________, 2012 at (City) ____________
______________________________________ (State) ____________________________

Company Name

______________________________________
Name

______________________________________
Signature

______________________________________
Title
### GROUP I
**Coach Bus**

<table>
<thead>
<tr>
<th>Passenger Capacity</th>
<th>Quantity of Buses</th>
<th>Minimum Rate for 5 Hours</th>
<th>Rate Per Hour Over 5 Hours Minimum</th>
<th>Rate Per Mile Which is greater</th>
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- PUC Tax $ __________
- Fuel Surcharge $ __________
- Deadhead Miles $ __________
- Cancellation Fee $ __________
- Other Charges $ __________
- Optional Charges $ __________
- TV/DVD Player $ __________

(If TV/DVD Player doesn’t come standard)

### Coach Bus w/ ADA Wheelchair Capacity

<table>
<thead>
<tr>
<th>Passenger Capacity</th>
<th>Quantity of Buses</th>
<th>Minimum Rate for 5 Hours</th>
<th>Rate Per Hour Over 5 Hours Minimum</th>
<th>Rate Per Mile Which is greater</th>
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- PUC Tax $ __________
- Fuel Surcharge $ __________
- Deadhead Miles $ __________
- Cancellation Fee $ __________
- Other Charges $ __________
- Optional Charges $ __________
- TV/DVD Player $ __________

(If TV/DVD Player doesn’t come standard)
GROUP I
Coach Long Distance or Out of State

<table>
<thead>
<tr>
<th>Passenger Capacity</th>
<th>Quantity of Buses</th>
<th>Flat Daily Rate</th>
<th>Rate Per Mile</th>
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</table>

PUC Tax  
Fuel Surcharge  
Deadhead Miles  
Cancellation Fee  
Other Charges  
Overnight Trip Charge  
Additional Driver Charge  
TV/DVD Player  
(If TV/DVD Player doesn’t come standard)

GROUP 2
Mini-Coach

<table>
<thead>
<tr>
<th>Passenger Capacity</th>
<th>Quantity of Buses</th>
<th>Minimum Rate for 5 Hours</th>
<th>Rate Per Hour Over 5 Hours Minimum</th>
<th>Rate Per Mile</th>
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PUC Tax  
Fuel Surcharge  
Deadhead Miles  
Cancellation Fee  
Other Charges  
Optional Charges  
TV/DVD Player  
(If TV/DVD Player doesn’t come standard)
GROUP 2
Mini-Coach w/ ADA Wheelchair Capability

<table>
<thead>
<tr>
<th>Passenger Capacity</th>
<th>Quantity of Buses</th>
<th>Minimum Rate for 5 Hours</th>
<th>Rate Per Hour Over 5 Hours Minimum</th>
<th>Rate Per Mile</th>
<th>Which is greater</th>
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PUC Tax $ ______________
Fuel Surcharge $ ______________
Deadhead Miles $ ______________
Cancellation Fee $ ______________
Other Charges $ ______________
Optional Charges $ ______________
TV/DVD Player $ ______________
(If TV/DVD Player doesn’t come standard)

GROUP 3
School Buses

<table>
<thead>
<tr>
<th>Passenger Capacity</th>
<th>Quantity of Buses</th>
<th>Minimum Rate for 5 Hours</th>
<th>Rate Per Hour Over 5 Hours Minimum</th>
<th>Rate Per Mile</th>
<th>Which is greater</th>
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</table>

PUC Tax $ ______________
Fuel Surcharge $ ______________
Deadhead Miles $ ______________
Cancellation Fee $ ______________
Other Charges $ ______________
Optional Charges $ ______________
TV/DVD Player $ ______________
(If TV/DVD Player doesn’t come standard)
GROUP 3  
School Buses w/ ADA Wheelchair Capability

<table>
<thead>
<tr>
<th>Passenger Capacity</th>
<th>Quantity of Buses</th>
<th>Minimum Rate for 5 Hours</th>
<th>Rate Per Hour Over 5 Hours Minimum</th>
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PUC Tax $__________  
Fuel Surcharge $__________  
Deadhead Miles $__________  
Cancellation Fee $__________  
Other Charges $__________  
Optional Charges $__________  
TV/DVD Player $__________  
(If TV/DVD Player doesn’t come standard)

We (I) hereby agree to furnish the above bus transportation services at the prices and terms stated in this bid.

___________________________________________________  
Company Name
___________________________________________________  
Company Address
___________________________________________________  
Name (Please print)
___________________________________________________  
Title
___________________________________________________  
Signature
___________________________________________________  
Email Address
Telephone # ________________  Fax # ________________
South Orange County Community College District
Bid #298 D – Charter Bus Services

Submit Bid to Facilities, Planning & Purchasing Dept. Located at Bldg. HS, 3rd Floor

Saddleback College, 28000 Marguerite Parkway, Mission Viejo, CA 92692