



BID #2017-01
STUDENT TRANSPORTATION

BID DUE DATE:

April 19, 2017 @ 2:00 p.m.



NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

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NOTICE TO BIDDERS

DISTRICT:	NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 1830 W. Romneya Drive, Anaheim, CA 92801
PROJECT:	Bid # 2017-01, Student Transportation
LOCATION FOR SUBMISSION OF BID PROPOSALS	NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT Purchasing Department, 8th Floor Attn: Jenney Ho 1830 W. Romneya Drive, Anaheim, CA 92801
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	Wednesday, April 19, 2017, at 2:00 p.m.

NOTICE IS HEREBY GIVEN that the North Orange County Community College District, acting by and through its Board of Trustees, hereinafter "the District," will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the service generally described as: **Bid #2017-01, Student Transportation.**

1. **Submittal of Bid Proposals.** All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District at or prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.
2. **Documents Accompanying Bid Proposal.** Each Bid Proposal shall consist of:
 - (a) Bid Form
 - (b) Bid Security
 - (d) Non-Collusion Declaration
 - (e) Bidder's Questionnaire

All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.

3. **Bid Security.** Each Bid Proposal shall be accompanied by a certified or cashier's check payable to the District or a satisfactory bid bond in favor of the District, executed by the bidder as principal and a satisfactory surety company as surety, in an amount of **Five Thousand Dollars (\$5,000)**. Failure of any Bid Proposal to be accompanied by Bid Security shall render such Bid Proposal to be non-responsive and rejected by the District.
4. **No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of **ninety (90)** days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
5. **Waiver of Irregularities.** The District reserves the right to reject any or all Bid Proposals or to

waive any irregularities or informalities in any Bid Proposal or in the bidding.

6. **Award of Contract.** The Contract for the Work, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest responsive Bid Proposal. If Alternate Bid Items are included in the bidding, the lowest priced Bid Proposal will be determined on the basis of the Base Bid Proposal or on the Base Bid Proposal and the combination of Alternate Bid Items selected in accordance with the applicable provisions of the Instructions for Bidders.

INSTRUCTIONS TO BIDDERS

1. **Preparation of Bid Form.** The District invites bids on the form attached to be submitted at such time and place as is stated in the Notice of Bids. All blanks in the bid form must be appropriately filled in, and all prices must be stated in figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, their address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that their bid is received in proper time in the District's Purchasing Office and no other location on campus. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **Bid Security.** Each bid shall be accompanied by a certified or cashier's check payable to the District or a satisfactory bid bond in favor of the District, executed by the bidder as principal and a satisfactory surety company as surety, in an amount not less than **FIVE THOUSAND DOLLARS (\$5,000.00)**. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to them in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within TEN (10) days after notification of the award of the contract to the bidder.
3. **Signature.** The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.
4. **Modifications.** Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form 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 or telephonic of any bid submitted will be considered, and telegraphic 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.
5. **Erasures.** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the bid.
6. **Withdrawal of Bids.** Any bidder may withdraw their bid either personally by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for the receipt of bids.
7. **Agreements and Bonds.** The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which they will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is THREE. Payment and Performance bonds must be executed by an admitted surety insurer as defined in code of Civil Procedure Section 995.120 for 100 percent of the contract amount.
8. **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 alternate bids are specifically called for. 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 subproposal or quoting prices to other bidders or making a prime proposal.
9. **Award of Contract.** The District reserves the right 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 to the lowest responsible bidder therefore as set forth in bid.

10. **Evidence of Responsibility.** Upon the 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, their construction experience, and their organization and plant facilities available for the performance of the contract.
11. **Workers' Compensation.** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to their employees. Contractor shall supply the District with a Certificate of Liability for Worker's Compensation as part of the bid package, which states, "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as part of the bid package.
12. **Certificates of Insurance.** The successful Bidder shall be required to provide certificates of General Liability, combined single limit coverage and comprehensive automobile liability, combined single limit coverage, employer's liability insurance, and workers' compensation insurance for its employees performing the services that meet the requirements set forth in the agreement.

Coverage:

Commercial General Liability Insurance per Occurrence	\$10,000,000
Commercial Automobile Liability Insurance per Occurrence	\$10,000,000
Property Damage	\$10,000,000
No annual aggregate limit	
Workers' Compensation Insurance – In accordance with limits established in the State of California by law.	

13. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him.
14. **Non-Collusion Declaration.** Bidders are required to submit a Declaration of Non-Collusion with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated.
17. **Conformity to Law.** The successful bidder/s shall conform to all Federal and State laws, including all requirements of CAL/OSHA and the Federal Consumer Products Safety Act, and to all County and City Ordinances and Regulations, covering equipment and/or service on this bid.
18. **Payment for Services.** On or about the first business day of each month, the Contractor shall submit invoices in the form and number required by the College for all services under this contract. Subject to acceptance and approval by the College, payment for such services will be made within a reasonable time thereafter. All invoices must include date of trip, destination, number of passengers and miles traveled.
19. **Inspection and Acceptance.** All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and California state laws governing their production, handling, processing and labeling. Items found to be defective or not in accordance with the bid specifications shall be replaced by the bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action.

20. **Contract Documents.** The complete agreement will include the Request for Bid, all Addenda, if any, and the Agreement, any of which shall be interpreted to include all provisions of the other documents as though fully set out therein. The agreement may be renewed on a yearly basis as provided by law for up to five years.
21. **District's Right to Modify Contract Documents.** Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications and Contract Documents. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive.
22. **Bid Security Return.** The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security of such other Bidders will be returned to them.
23. **Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.
24. **Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.
25. **Notice of Intent to Award Contract.** Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board of Trustees meeting at which award of the Contract will be considered.
26. **Bid Protest.** Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:
 - (i) The bid protest is in writing;
 - (ii) The bid protest is filed and received by the District's Purchasing Director not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and
 - (iii) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Purchasing Director or designee shall review and evaluate the basis of the bid protest. Either the District's Purchasing Director or designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District's Purchasing Director or designee. Action by the District's Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District's Board of Trustees. The rendition of a written statement by the District's Purchasing Director (or designee) and action by the District's Board of Trustees to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

CHECKLIST OF MANDATORY BID FORMS

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- Bid Form
- Bidder's Questionnaire
- Bid Bond
- Contractor's Certificate Regarding Workers' Compensation
- Non-Collusion Declaration

BID FORM

TO: NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT":

FROM:

_____ (Name of Bidder)

_____ (Address)

_____ (City, State, Zip Code)

_____ (Telephone, Telecopies)

_____ (E-Mail Address of Bidder's Representative(s))

_____ (Name(s) of Bidder's Authorized Representative(s))

_____ (Signature)

1. Bid Proposal Amount

The undersigned Bidder proposed and agreed to perform the Contract including, without limitation, providing and furnishing any and all of the labor, equipment and services necessary to perform the Agreement for **Bid #2017-01, Student Transportation**.

The proposal prices listed therein shall include the cost of one driver per vehicle, fuel, maintenance, insurance and all other costs associated with the ownership and use of the vehicles, and shall remain fixed through the duration of the contract except as otherwise modified pursuant to the Contract Documents.

Period of Performance: Service shall be for a period of time beginning **July 1, 2017 through June 30, 2018**.

Recliner Bus Service

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 5 HOURS	RATE PER HOUR OVER 5 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
31				
38				
47				
56				
61				

24-hour periods – Long Distance or Out of State

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 12 HOURS +	RATE PER HOUR OVER 12 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
31				
38				
47				
56				
61				

Recliner bus service capable of handling wheelchairs

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 5 HOURS	RATE PER HOUR OVER 5 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
24				
38				
47				
56				
61				

**24-hour periods – Long Distance or Out of State
Recliner bus service capable of handling wheelchairs**

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 12 HOURS +	RATE PER HOUR OVER 12 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
24				
38				
47				
56				
61				

School Bus Service

PASSENGER BUS CAPACITY	QUANTITY & AGE OF BUSES	MINIMUM RATE FOR 5 HOURS	RATE PER HOUR OVER 5 HOUR MINIMUM	RATE PER MILE
			Whichever is greater	
40 - 50				
60 – 70				
80 – 90				
90+				

PUC TAX \$ _____

FUEL SURCHARGE \$ _____

DEADHEAD MILES \$ _____

CANCELLATION FEE \$ _____

OVERNIGHT TRIP CHARGE \$ _____

ADDITIONAL DRIVER CHARGE \$ _____

OTHER \$ _____

2. Acknowledgement of Bid Addenda.

The Bidder confirms that this Bid Proposal incorporates and includes all items and other matters contained in Bid Addenda issued by or on behalf of the District or as otherwise provided in the Contract Documents.

_____ Addenda Nos. _____ received, acknowledged and incorporated into this Proposal.
(initial)

3. Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Non-Collusion Declaration and (c) Bidder's Questionnaire. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

4. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive

discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

5. **Rejection of Bid; Holding Open of Bid.** It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Instruction for Bidders, except as provided by law.
6. **Confirmation of Figures.** By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.
7. **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding the Specifications and other Contract Documents pertaining to the proposed service. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the service in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, technical and financial ability to complete the service for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Corporate Seal)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

NON-COLLUSION DECLARATION

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

BIDDER'S QUESTIONNAIRE

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the question they address.
DISTRICT reserves the right to inspect, verify or otherwise validate the authenticity of any and all information herein.

I. DESCRIPTION OF CONTRACTOR'S ORGANIZATION

A. FIRM

Company: _____

Address: _____

Telephone: _____

Email: _____

B. TYPE OF ORGANIZATION

() Corporation (List Officers and Positions)

State in which incorporated:

() Subsidiary (Give name and address of parent corporation)

() Individual Proprietorship (list below)

C. NATURE OF OPERATIONS

1. List all transportation permits, (City and State) under which you currently operate.

2. Are you currently or have you ever contracted to provided student transportation services for any school district in the state? YES _____ NO _____

If yes, list the names, locations, and the number of buses involved. Also indicate the dates of the AGREEMENT periods.

II. MANAGEMENT AND ADVISORY PERSONNEL

A. For every individual you propose as a potential management staff member to be assigned to the Student Transportation Agreement, please provide the following information.

1. Name and proposed position the person may be selected to fill:

2. Tenure with your firm: _____

3. Experience in related positions within your firm or with other firms in years:

B. Explain the training that is given to your transportation manager(s):

1. Number of hours: _____

2. Type of Training (list components covered):

III. DRIVER PERSONNEL

State the number of regular bus drivers you now have employed in this state:

School _____ Other _____

In other states:

School _____ Other _____

A. What methods do you use to screen and select drivers from among the applicants?

What criteria or standards do you use and for what reasons might you reject an applicant?

Do you require all transportation employees to be drug tested? Explain.

- B. Do you check driver applicant references? YES_____ NO_____
- C. Are the official driving records of all your applicant drivers evaluated during the selection process? YES_____ NO_____
- D. What is the current rate of annual turnover among drivers your firm employs? _____
- E. Do you have driver-training programs as a part of your current operational procedures? YES_____ NO_____

IV. SAFETY PROGRAM AND ACTIVITIES

- A. If you have an established, continuing safety program, please describe the operation, contents and requirements of the program. Include the number of hours per year required per employee.

- B. How often are safety meetings held? _____
- C. What have been the bus accident rates for student transportation buses operated by your firm in each of the three (3) most recent academic years? Provide a description of how you define school bus accidents.

- D. Attach copies of CONTRACTOR's three (3) most recent Safety Compliance Reports (Form CHP 343).

V. PREVENTATIVE MAINTENANCE AND MECHANICAL REPAIR

- A. Do you have a form, scheduled preventative maintenance program for vehicle fleets that your firm manages? YES_____ NO_____

- B. Please provide legible samples of any checklists you use for each type of preventative maintenance program. Please describe your methods of ensuring that each bus vehicle actually receives preventive maintenance within the scheduled interval.
- C. Do you require any daily regular written reports from your drivers on the condition of their vehicles? YES _____ NO _____
Briefly describe and provide a legible sample of these reports including your daily bus checkout report form and note their frequency.
- D. How do you ensure that serious safety-related or potentially vehicle damaging defects are identified in a bus vehicle and that the bus vehicle is immediately removed from service until such defects are corrected?
How do you ensure that identified are generally corrected in a logical order and within a reasonable time?
- E. Do you maintain and evaluate records of road failures? YES _____ NO _____
If yes, how many road failures per month? Please provide a copy of the last three (3) road failure reports.

VI. FIRM HISTORY

- A. Has your firm been disqualified, debarred, forbidden, or found non-responsive or otherwise prohibited from providing student transportation and/or bidding on student transportation for any school district, community college district or other public agency in the State of California within the past five (5) years? YES _____ NO _____
- B. Has your firm been terminated by any school district, community college district or other public agency on any transportation services in the State of California within the past five (5) years? YES _____ NO _____.
- C. Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public entity or agency? YES _____ NO _____
- D. Has your firm defaulted on a contract or declared bankruptcy within the past five (5) years? YES _____ NO _____
- E. Has a client ever made a demand on your performance bond? YES _____ NO _____
- F. Has your firm had insurance terminated by a carrier in the past 5 years due to an excessive claims history? YES _____ NO _____

VII. REFERENCES

The following contracts have been satisfactorily completed in the State of California, during the last five years for the persons, firm or authority indicated, and to whom reference is made:

_____	_____	_____
Business/Agency Name	Contract Amount	Year
_____	_____	
Contact	Telephone	
_____	_____	_____
Business/Agency Name	Contract Amount	Year
_____	_____	
Contact	Telephone	

Business/Agency Name	Contract Amount	Year
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Contact	Telephone
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Business/Agency Name	Contract Amount	Year
----------------------	-----------------	------

Contact	Telephone
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BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we _____ as Principal, and _____ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120 are held and firmly bound unto the Cerritos Community College District hereinafter called the DISTRICT, in the penal sum of **FIVE THOUSAND DOLLARS (\$5,000.00)** submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for

Bid Name: **Student Transportation**
Bid No: **2017-01**

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or if no period be specified, within (5) days after the prescribed forms are presented to Principal for signature, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the DISTRICT the difference between the amount specified in said bid and the amount for which the DISTRICT may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the DISTRICT in again calling for bids, then the above obligation shall be void and of no effect, otherwise said obligation shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named on the __ day of _____, 20__.

(Corporate Seal of
Principal, if Corporation)

Principal (Proper Name of Bidder)

By: _____

Signature of Bidder

(Corporate Seal of Surety)

Surety

By: _____
Attorney-in-Fact

(Attach Attorney-in-Fact
Certificate and Required
Acknowledgements)

Name and Address of California Agent of Surety

Telephone Number of California Agent of Surety

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in Paragraph 4 of the Information for Bidders; if bidder is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture; if bidder is an individual, his/her signature shall be placed above.

AGREEMENT (SAMPLE)

THIS AGREEMENT, made and entered into the ____ day of _____, _____, between the **NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT** of Orange County, hereinafter referred to as "DISTRICT", and _____ hereinafter referred to as "CONTRACTOR".

WITNESSETH

The DISTRICT and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. SCOPE OF CONTRACT

The CONTRACTOR shall furnish, operate, and maintain one or more buses for the transportation of students and other persons at such times and places as may be specified by the DISTRICT. Such transportation may be either within or without the DISTRICT and on any day of days during the term of the contract.

The party contracting to transport student agrees to comply with and observe all provisions of the Vehicle Code, and all other applicable laws, rules and regulations prescribed by the Education Code, any other governing State agency, and the said DISTRICT governing board relating to the transportation of students.

2. TERM OF CONTRACT

This agreement is for a one-year initial term, commencing on **July 1, 2017 and ending June 30, 2018**. At the end of the initial term, the District shall have the right to renew the agreement annually as provided in accordance with California Education Code Section 39024. Renewal consideration will be contingent upon the CONTRACTOR's performance during the previous years of service on this contract, including conformance with all aspects of this agreement and any amendments thereto.

3. CONTRACT DOCUMENTS

The complete contract includes the Notice to Bidders, the Bid Specifications, the Bid Conditions, the bid of the CONTRACTOR and its acceptance by the DISTRICT, the faithful performance bond, and the Agreement, any of which shall be interpreted to include all provisions of the other documents as though fully set out therein.

4. FAITHFUL PERFORMANCE BOND

The CONTRACTOR shall furnish to the DISTRICT a Faithful Performance Bond executed by a surety acceptable to the DISTRICT. The Bond shall cover the CONTRACTOR's performance for the period _____ through _____, for an amount of 50% of the annualized contract.

5. PERMITS AND LICENSES

The CONTRACTOR, his employees, and his agents shall secure and maintain valid permits and licenses that are required by law for the execution of this contract.

6. ASSIGNMENT OF AGREEMENT

The CONTRACTOR shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under this Agreement without prior written permission of the DISTRICT. This includes a whole or partial purchase of the CONTRACTOR by another party.

7. INDEPENDENT CONTRACTOR

The CONTRACTOR 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 this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and the CONTRACTOR or, any of the CONTRACTORS's agents or employees. The CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The CONTRACTOR, 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 this Agreement.

8. INSERTIONS INTO AGREEMENT

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 correctly inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

9. ENTIRE AGREEMENT OF PARTIES

The complete Agreement as set forth in this document constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the performance under this Agreement, exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

10. FAILURE TO PERFORM

It is agreed by the parties that time is of the essence in the performance of services to be provided by CONTRACTOR. In the event that the CONTRACTOR shall fail or refuse to perform or do any act herein provided, such failure to perform shall entitle the DISTRICT to secure such services from any source deemed appropriate by the DISTRICT. If the cost of such substitution services is greater than the cost of the services, which were to have been provided by CONTRACTOR, the excess cost shall be charged to and collected from the CONTRACTOR and/or its sureties. The DISTRICT also reserves the right to collect from the CONTRACTOR such other additional damages as may flow from the CONTRACTOR's failure or refusal to perform.

11. TRIP SCHEDULING

All trips shall be scheduled through the DISTRICT'S Facilities or PE Department. The CONTRACTOR, upon receipt of the scheduled trip, shall confirm with the DISTRICT'S Facilities Department, either by mail or telephone, one week prior to the week of scheduled trip.

12. TERMINATION OF AGREEMENT

If the CONTRACTOR refuses or fails to perform services as required to provide the DISTRICT with efficient, safe and economical transportation services, or any separable part thereof, including furnishing adequate equipment and properly trained personnel, or if the CONTRACTOR should be adjudged as bankrupt, or if the CONTRACTOR should make a general assignment for

the benefit of creditors, or if a receiver should be appointed on account of the CONTRACTOR's insolvency, or if the CONTRACTOR should repeatedly or persistently refuse or fail to provide equipment and personnel in quantities required to provide transportation services as herein specified, or the CONTRACTOR persistently disregards laws, ordinances or instructions of the DISTRICT or is otherwise guilty of a substantial violation of this Agreement, then the DISTRICT may, without prejudice to any other right or remedy, serve written notification upon the CONTRACTOR of intention to terminate this Agreement. Such notice shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease and satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the (30) days, cease and terminate. In the event of termination under this paragraph, the DISTRICT shall secure the required services from another transportation contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the CONTRACTOR and/or the CONTRACTOR's sureties, as the case may be. The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to the DISTRICT.

13. DEFAULT FOR NONPERFORMANCE

The CONTRACTOR shall be considered in default and the Agreement subject to termination if:

- a. The CONTRACTOR furnishes or uses a bus which does not conform to requirements of the Agreement;
- b. The CONTRACTOR fails to comply with the requirements of the Agreement;
- c. The CONTRACTOR fails to adhere to bus schedules;
- d. The CONTRACTOR fails in any way to perform properly the work to be done under the Agreement with the DISTRICT.

14. WAIVER

No waiver of a breach of any provision of this Agreement by the DISTRICT shall constitute a waiver of any other breach of such provision. Failure of the DISTRICT to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

15. INSURANCE

The CONTRACTOR shall maintain insurance issued by a carrier certified and licensed to do business in the State of California and approved by the DISTRICT. Not less than thirty (30) days before new or renewed coverage is required, the CONTRACTOR shall furnish certificates of insurance for each policy on liability coverage and for Worker's Compensation coverage. Certificates shall provide that a 30-day prior notice of cancellation will be given the DISTRICT, its governing board, its officers, its agents, and its employees from any claims for damages for personal injury or death and from damage to property which may arise from operations of the CONTRACTOR under this contract. Such insurance shall have a minimum of \$10,000,000 general liability and auto insurance including injuries and accidental health. The CONTRACTOR shall not commence work under this Agreement until he has obtained all required insurance and certificates of insurance have been delivered to and approved by the DISTRICT.

16. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance shall be maintained as required by law and as will protect the CONTRACTOR from claims, which may arise from his operations under the contract. In accordance with the provision of Section 3700 of the Labor Code, the CONTRACTOR shall sign and file with the DISTRICT the following statement prior to performing services hereunder:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability of worker's 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 hereunder."

CONTRACTOR'S SIGNATURE AND TITLE

17. HOLD HARMLESS AGREEMENT

The CONTRACTOR shall hold harmless and indemnify the DISTRICT, its Governing Board, its Officers, and Employees from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his performance under the contract, however, caused;
- b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omissions of the CONTRACTOR or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract; and
- c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention under this contract.

The CONTRACTOR at his own expense and risk shall defend any legal proceeding that may be brought against the DISTRICT or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the DISTRICT or the Board therein.

18. SAFETY PROGRAM

The CONTRACTOR shall provide regular and continuous formal safety instruction for all operating personnel assigned to this contract, who shall be required to attend regularly scheduled safety meetings at least four time per year. DISTRICT shall be notified of the date, time, and place of such meetings and shall be invited to attend.

The CONTRACTOR shall plan and implement a comprehensive safety program and shall provide a qualified driver instructor to conduct the program. The cost of such safety program shall be borne by the CONTRACTOR.

19. TRIP FAILURES

In case of failure to show for a previously arranged trip, the CONTRACTOR shall remit to the DISTRICT an amount equal to the amount charged to the DISTRICT for failure to cancel. Tardiness to the extent that it is necessary to cancel the trip shall carry the same condition.

The DISTRICT may collect any extra cost incurred by default from the CONTRACTOR and/or the Surety on the Performance Bond.

20. FORCE MAJEURE

The CONTRACTOR shall be excused from performance hereunder during the time and to the extent that he is prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the Government, when satisfactory evidence thereof is presented to the DISTRICT.

The CONTRACTOR agrees that in the event of a strike, lockout and/or other loss of equipment or facilities, it will in good faith attempt to locate and employ other contractor(s) and facilities in order to provide the services agreed to in this contract. Further, that any all-additional costs incurred, if any, will be borne by the CONTRACTOR. The DISTRICT agrees to assist the CONTRACTOR, if possible, to minimize disruptions.

21. PAYMENTS FOR SERVICES

On or about the first business day of each month, the CONTRACTOR shall submit invoices in the format and number of copies required by the DISTRICT for all services under this contract.

22. EQUIPMENT REQUIREMENTS

All buses supplied under this contract shall be approved buses, as defined by applicable statutory or administrative codes, including the California School Bus Inspection Code, and must, in addition, meet the approval of the DISTRICT.

23. WHEELCHAIR

Wheelchair buses must have a capacity of two (2) or more ambulatory passengers as certified by the California Highway Patrol. Roofs must be hi-top or extended. Ramps must have a safety catch, which will prevent wheelchair roll off when the lift is raised. Lifts must be flat or tilted up when the bus is in a level position. In no case should the lift tilt downward, when the bus is in a level position. The lift must be operable by the driver from inside or outside the bus, or if the driver is riding on the lift.

24. CLEANING AND REPAIRS

Regular preventive maintenance, as approved by the bus manufacturer, shall be practiced on all buses. Buses shall be cleaned inside and out as necessary, and repairs to visible body damage, inside or out, shall be made immediately after such damage occurs.

25. REQUIRED MODIFICATION OF EQUIPMENT

Any installation or modification of equipment required by a change in law or regulation shall be made by the CONTRACTOR and the DISTRICT shall be notified of such work. Such required installations or modifications cost shall be borne by the CONTRACTOR and shall be scheduled in a manner that will not interfere with service to the DISTRICT.

26. TWO-WAY RADIOS

The CONTRACTOR will provide two-way radio equipment for each bus servicing the Agreement, including standby buses. The Dispatch Office radios must be maintained in good working condition at all times during the term of the Agreement. Failure to maintain each radio or each bus in good working order at all times when such buses are being assigned to transport students shall be a material breach of the CONTRACTOR'S obligations pursuant to this Agreement.

27. PUBLIC ADDRESS SYSTEMS & VIDEO

All buses shall be equipped with an adequate public address system and video system for the purpose of playing videos on the bus.

28. CHP RATING

The CONTRACTOR shall, prior to the start of each school year, furnish the DISTRICT with the then current California Highway Patrol Motor Carrier Section rating and will further advise the DISTRICT immediately of any change in rating which may occur during the school year.

29. CONTRACTOR'S PERSONNEL

All personnel assigned to perform under this contract shall be subject to continuous approval by the DISTRICT.

30. ID BADGES

Each CONTRACTOR employee in service to the DISTRICT shall be required to wear an identification badge supplied by the CONTRACTOR. This badge will display the CONTRACTOR'S name, the employee's name and position, and the employee's picture.

31. BUS DRIVERS

- a. All drivers employed by the CONTRACTOR to provide service to the DISTRICT must have and maintain a valid Commercial Driver's License and Bus Drivers Certificate.
- b. All drivers must be in good health at all times when driving buses in service of the DISTRICT.
- c. When driving buses in service of the DISTRICT, all drivers shall be well groomed and shall wear the uniform provided by the CONTRACTOR.

32. LATE SERVICE

It is expected that bus service is to be provided on an on time basis. For purposes of evaluating the CONTRACTOR, a bus will be considered late when arriving at designated destinations fifteen (15) minutes or more after the scheduled time.

33. UNAVAILABILITY OF BUSES

If a bus of the size and type requested is not available for the DISTRICT's use, it is the CONTRACTOR's responsibility to arrange for a bus of the type and size required from another bus company. The CONTRACTOR 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 of this contract.

34. REFUSAL OF ORDERS BY CONTRACTOR

In the event that the CONTRACTOR refuses to take a DISTRICT order for bus service, and does not comply with Section 16 "Unavailability of Buses" above, the DISTRICT shall contract for the required service from another bus company of its choosing. The CONTRACTOR shall be billed 120% of the DISTRICT's expenses in contracting for the required service. Refusal of orders by the CONTRACTOR may result in termination of the contract.

35. ADJUSTMENT OF CONTRACT RATES

Compensation for all services provided under the terms of this contract may be adjusted annually upon agreement by both parties. Price adjustments must be submitted in writing with sufficient justification 30 days prior to effective date of renewal. This escalation figure is for factoring in any fuel cost increases or industry changes that may apply. The District reserves the right to renew or cancel the contract each year effective July 1st.

36. ACCIDENT REPORTS

All accidents, which involve the CONTRACTOR's personnel while in operation pursuant to this Agreement, shall be reported to the DISTRICT immediately. Accidents involving injuries to students or other persons shall be reported to the DISTRICT immediately after the CONTRACTOR is notified of same. Accident reports may be delivered verbally; however, a written report which includes all pertinent information must be provided by the CONTRACTOR as soon as reasonably possible after each occurrence, but in no event later than one (1) working day after the accident. Student injuries not resulting from involvement in a school bus accident bus may be reported on forms provided by the DISTRICT at its option.

Time and mileage charges shall commence at the time and place specified in the official request for such service, and shall end when all passengers have been returned to the starting point within the DISTRICT. Each bus shall remain with the passengers unless arrangements have been made for a split drop-off and pick-up.

In the event of DISTRICT cancellation of trips without notice prior to three (3) hours before departure time, the charge shall not exceed \$_____.

Any exceptions to be made must have the prior approval from the Facilities Department Designee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DISTRICT

CONTRACTOR

NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

Name

Authorized Company Representative

Title

Title

Date

Date

Board Approval Date: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, that we, _____,
as Principal, and _____, as Surety,
are held and firmly bound along with our respective heirs, executors, administrators, successors and
assigns, jointly and severally, unto **NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**,
hereinafter "Obligee," for payment of the penal sum of _____ Dollars
(\$ _____) in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees, has awarded to the Principal a
Contract for the Work commonly described as:

BID #2017-01, STUDENT TRANSPORTATION

WHEREAS, the Principal has entered into a Contract with the Obligee for performance of the
Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and
made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond
ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the
obligations and things to be done and performed by the Principal in strict accordance with the terms of the
Contract Documents as they may be modified or amended from time to time; and if the Principal shall
indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all
losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be
incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance
of any or all of the terms or the obligations of the Contract Documents, including all modifications, and
amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be
void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the
Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications
to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or
the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder;
Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time,
adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract
Documents, the Work to be performed under the Contract Documents, or the Drawings or the
Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of
the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the
Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the
Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to
either remedy the default or breach of the Principal or to take charge of the Work of the Contract
Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the
procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to
the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or
restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or
default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and
investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its
failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for herein above, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agents or representatives.

PRINCIPAL:

(Corporate Seal)

(Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

(Title)

SURETY:

(Corporate Seal)

(Surety Name)

By: _____
(Signature)

(Attach Attorney-in-Fact Certificate)
Fact)

(Typed or Printed Name of Attorney-in-Fact)

(Address)

(Telephone Number)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____
(Name) (Title)
of _____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

"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 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."*

2. I am aware that the provisions of California Labor Code Section 3700 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 this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

BID CONDITIONS

1. **Bus Condition.** Buses furnished for use under this contract shall be the Contractor's best condition equipment. Frequent use of subcontracted buses or of lower quality equipment shall be grounds for termination of the contract.
2. **Eligibility of Bidders.** All bidders must have had at least five (5) years experience operating bus services similar to those in this agreement and maintain valid state and local licenses that are required by law for the execution of this contract.
3. **Company Profile and References.** Tell us about your company, i.e., years in business, etc. Include a list of not less than four customers in the State of California who have contracted for similar services from your company in the past four years. Include the name of the contact person and a telephone number where the person can be reached.
4. **Inspection and Acceptance.** All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and California state laws governing their production, handling, processing and labeling. Items found to be defective or not in accordance with the bid specifications shall be replaced by the bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action.
5. **Contract Documents.** The complete agreement will include the Request for Bid, all Addenda, if any, and the Agreement, any of which shall be interpreted to include all provisions of the other documents as though fully set out therein.
6. **Period of Service.** The contract shall be for a one (1) year period starting on **July 1, 2017, and ending on June 30, 2018**, with an option to renew for four (4) additional one-year term. Prices shown by bidders on their bids will be in effect between **July 1, 2017, and June 30, 2018**.
7. **Insurance.** The contractor will supply the District with proof of insurance (listing the North Orange County Community College District as additional insured) for the bus company, which will be submitted to the District on an annual basis.
A certificate of insurance showing a minimum of \$10,000,000 general liability and auto insurance, including injuries and accidental death must be submitted with the bid package.
8. **Adjustment of Rates.** Compensation for all services provided under the terms of this contract may be adjusted annually upon agreement by both parties. Price adjustments must be submitted in writing with sufficient justification 30 days prior to effective date of renewal. This escalation figure is for factoring in any fuel cost increases or industry changes that may apply. The District reserves the right to renew or cancel the contract each year effective July 1st.
9. **Performance Bond.** Upon award, the Contractor shall furnish to the College a Performance Bond executed by a surety acceptable to the College. The Bond shall be 50% of the annualized contract. Amount to be determined upon award.
10. **Prices.** Prices quoted must be firm prices for the period of **July 1, 2017 through June 30, 2018**. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening thereof.
10. **Bid Format.** In order to assure uniformity in bid presentations and interpretations, bidders are required to use only those forms prepared by and available from the District. **All bids must be sealed, and shall be clearly labeled with name of bidder and bid number.**

11. **Errors or Omissions.** It shall be the responsibility of the bidder to acquaint him/herself with the contract documents before submitting his/her bid, and he/she assumes full liability for any errors or omissions in his/her bid.

SPECIFICATIONS

1. As a minimum, all passenger buses (motor coaches) are to be air conditioned, reclining chairs, luggage compartments, radio dispatch equipment, a working restroom and a PA system.
3. The successful contractor shall have appropriate licenses for business and employee drivers. Vehicles 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 course of the contract period. All vehicles must be clean, which includes restrooms, all interior areas including seats, storage areas, etc. Contractor 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, including heating, air conditioning and restrooms.
4. Non-compliance with bid specifications must be remedied by the contractor within 24 hours. The contractor will be required to replace any inoperative equipment to prevent disruptions in service. The contractor will be required to compensate the District for any and all expenses incurred as a result of the contractor's failure to provide specified service.
5. It is the responsibility of the contractor to notify the District if any problems occur before arriving to the pick-up location. It is the responsibility of the contractor to supply alternate transportation if the original transportation is not available.
6. The contractor will ensure that buses will be in good working condition prior to arrival.
7. Drivers must be thoroughly professional in both conduct and attire, experienced and in possession of a valid appropriate Class of Driver's License.
8. The contractor will ensure the driver will supply his/her own meals and admission fees on all excursions.
9. 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.
10. 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 contractor must make the arrangements for a replacement driver prior to the initial departure time. The District will not be responsible for logging driver's hours and/or calling for a replacement driver.
11. The minimum fleet size a bus contractor shall have and maintain is twenty.
12. The dispatch office of the successful bidder shall be open 24-hours a day with a live person.
13. The bus terminal or yard shall be within a 50-mile radius of the District
14. Bus fleet must consist of 50% buses no older than 7 years (submit a fleet list showing age of all buses with your bid