

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

May 21, 2019

ADDENDUM NO. 1

FOR:

Bid #1367 – Charter Bus Service

The following changes, additions, deletions or corrections shall become a part of the Bid document for the service named above and all other conditions shall remain the same. Addendum No. 1 must be acknowledged by placing company name, authorized signer name, title, signature and date at the end of this addendum and include this document in your bid proposal.

QUESTION #1:

“What vendors/transportation providers are currently providing the transportation?”

ANSWER #1:

Currently contracted transportation services are provided by Gold Coast Tours and Certified Transportation Services.

QUESTION #2:

Below is the current pricing:

Certified Transportation Services Inc

	41 + 1w/c Passenger or 35 + 2w/c Passenger, Coach w/ADA Wheelchair Capability	24 + 1w/c Passenger or 20 + 2w/c Passenger Mini-Coach Bus w/ADA Wheelchair	48/72 or 59-Passenger School Bus	6-7 Wheelchair Capability School Bus
Minimum Flat Rate 5 Hrs	\$564.72	\$482.56	\$424.48	\$462.80
Rate per Hour over 5 Hr Minimum or Rate per Mile (Whichever is Greater)	\$90.48 Per Hour or \$4.06 Per Mile	\$81.12 Per Hour or \$3.46 Per Mile	\$71.76 Per Hour or \$3.22 Per Mile	\$78.00 Per Hour or \$3.36 Per Mile
PUC Tax	None	0.25% of Total Charge	None	None
Fuel Surcharge	0 to 10% of Total Charge	0 to 10% of Total Charge	0 to 10% of Total Charge	0 to 10% of Total Charge
Deadhead Miles	\$4.06 Per Mile	\$3.46 Per Mile	\$3.22 Per Mile	\$3.36 Per Mile
Other	Trips between 12:00 and 5:00am require a second driver at \$31.20 per trip hour. Road Tolls and Parking fees will be charged at cost	Trips between 12:00 and 5:00am require a second driver at \$31.20 per trip hour. Road Tolls and Parking fees will be charged at cost	Trips between 12:00 and 5:00am require a second driver at \$31.20 per trip hour. Road Tolls and Parking fees will be charged at cost	Trips between 12:00 and 5:00am require a second driver at \$31.20 per trip hour. Road Tolls and Parking fees will be charged at cost
Cancellation Fee	<7 Days, \$200.00 <24 Hours, up to \$564.72	<7 Days, \$200.00 <24 Hours, up to \$482.56	<24 Hours, up to \$424.48	<24 Hours, up to \$482.80

Gold Coast Tours

	48 & 56 Passenger Coach Bus Long Distance or Out-of-State
Flat Daily Rate or Rate Per Mile (Whichever is Greater)	\$900 or \$3.50
PUC Tax	\$0.25% of chgs or actual amt charged by PUC, whichever is greater
Fuel Surcharge	*If fuel goes above \$3.40 gal, add 1% every \$.10/gal increase of the 5-hr flat rate chg (\$900.00). See AAA's website, www.fuelgaugereport.com for the Orange County market.
Deadhead Miles	\$3.25/mile
Other	Actual amount; Toll roads, pkg fees and other out-of-pocket expenses
Overnight Trip Charge	Driver Lodging
Additional Driver Charge (Long Distance or out of State)	\$100-\$500 depending on location of driver switch
Cancellation Fee	>24 hrs – N/C, 5-23 hrs – 50%, <5 hrs – 100%
Cancellation Fee for Overnight Trip	>24 hrs – N/C, 5-23 hrs – 50%, <5 hrs – 100%

QUESTION #3:

“What is the annual budget for these transportation services?”

ANSWER #3:

At this time, the District’s 2019/20 budget has not been approved or released. However, the approximate budget for the current fiscal year is \$83,166. Please note: The budget amount listed does not guarantee any minimum or maximum amount of business during the term of the contract. It may be more or less depending on the District’s needs or budget constraints.

QUESTION #4:

“How many trips/charters are requested each year?”

ANSWER #4:

This information isn’t readily accessible because ordering isn’t centralized, i.e. various departments schedule their own transportation needs throughout the fiscal year. Also, some departments use blanket purchase orders to schedule trips on an as-needed basis. The bulk of the trips scheduled are athletic events.

QUESTION #5:

“BEST-VIP driver carry a commercial A or B license with P endorsement for passenger carrier but do not carry a bus driver certificate. Is this acceptable to the district?”

ANSWER #5:

Please refer to Bid #1367 – Charter Bus Service, Section 24.11 of the General Conditions.

QUESTION #6:

“In regards to the request for a copy of the SPAB License that the company holds, a SPAB license is held by each individual driver who is SPAB certified and each SPAB certified bus has its own SPAB permit (292). As

a company we can provide a copy of a SPAB terminal inspection. Will this suffice? Upon award of the contract, copies of SPAB driver credentials and SPAB vehicle cards may be provided.”

ANSWER #6:

Please refer to Bid #1367 – Charter Bus Service, Section 24.2 of the General Conditions.

QUESTION #7:

“Are there any specific limits required for the following coverage? Sexual Misconduct 12.2 General and auto liability insurance policies shall be endorsed to name the District as an additional insured.”

ANSWER #7:

Commercial Automobile Liability: \$25,000,000 per accident for Bodily Injury and Property Damage. \$10,000,000 per accident may be acceptable. Sexual Abuse or Molestation Liability: \$3,000,000 per occurrence, \$6,000,000 aggregate.

QUESTION #8:

I noticed that this bid is for charter buses and we have drivers who drive sedans. Would we still be able to participate?

ANSWER #8:

Please refer to Bid #1367 – Charter Bus Service, Section 1.0 - Scope of Services of the Introduction section of the Bid.

CORRECTION #1:

Page 1, General Conditions, Item 3.0 Due Date/Time, 3.1 should read:

Sealed bids are due **Wednesday, May 29, 2019 at 2:00 p.m.** at Rancho Santiago Community College District, Purchasing Department, 2323 North Broadway – Room 109, Santa Ana, CA 92706. Bids will not be accepted after the date and time stated above. The District is not responsible for late or misdirected bids. Bids received after the specified due date and time will be returned unopened.

CORRECTION #2:

Agreement in Bid has been revised. Item #1, title of bid has been revised to read “Transportation Contractor agrees to complete the **Charter Bus Services Bid No. 1367**”. Revised Agreement attached.

Addendum 1: Dated May 21, 2019

Contractor: _____

Name: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS IS THE END OF ADDENDUM NO. 1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT



Linda Melendez
Director, Purchasing Services

ATTACHMENT: REVISED AGREEMENT

AGREEMENT

THIS AGREEMENT, dated the ___ day of _____, 2019, in the County of Orange, State of California, is by and between Rancho Santiago Community College District, (hereinafter referred to as "District"), and _____, (hereinafter referred to as "Transportation Contractor").

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

1. Transportation Contractor agrees to complete the **Charter Bus Service Bid No. 1367** according to all the terms and conditions set forth in the Bid Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Agreement, Bid Form, Information Required of Bidders, Noncollusion Declaration, Workers' Compensation Certificate, Drug-Free Workplace Certification, Insurance Certificates and Endorsements, General Conditions, Specifications/Requirements/Information, Statement of Compliance, Affirmative Action Policy, IRS W-9 Form, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Bid Documents are complementary and what is called for by any one shall be as binding as if called for by all.

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

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

4. The services shall be commenced on July 1, 2019. Initial Term of the contract shall be July 1, 2019 through June 30, 2020 with options to extend for four (4) additional one (1) year terms by mutual written agreement, for a maximum term of five (5) years.

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

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

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the Transportation Contractor, or any person, firm, or corporation employed by the Transportation Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Transportation Contractor, either directly or by independent

contract,

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

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

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

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

7. Termination. The District shall have the right to terminate the contract with or without cause at any time giving thirty (30) days written notice to the Transportation Contractor. Upon notice of cancellation, Transportation Contractor shall be required to fulfill all outstanding obligations for scheduled trips or reimburse the District for any difference in cost for a rescheduled trip resulting in a higher expense to the District.

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

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

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

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

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

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

DISTRICT: Rancho Santiago Community
College District

TRANSPORTATION CONTRACTOR

By: _____
Signature

By: _____
Signature

Peter J. Hardash
Print Name:

Print Name

Title: Vice Chancellor,
Business Operations/Fiscal Services

Title: _____

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)