

Bid Bond No.: CASHIERS CHECK

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____
_____, as Principal, and
_____ as Surety, a California admitted surety
insurer, are held and firmly bound unto the Capistrano Unified School DISTRICT,
hereinafter called the DISTRICT, in the sum of **one hundred dollars (\$100)** of the
Principal 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 jointly
and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted
the accompanying bid dated _____, 20____, for

CASHIERS CHECK

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 said opening; and if the Principal is awarded the contract, and shall
within the period specified therefore, or, if no period be specified, within **five (5)** working
days after the notice of award of the contract, or as otherwise requested in writing by the
DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid
as accepted and give bonds 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, furnish
certificates and endorsements evidencing the required insurance is in effect and furnish
and deliver to the DISTRICT the Workmans' Compensation Certificate, Drug-Free Work
Place Certification, the Criminal Records Check Certification, Contractor's Certificate
Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business
Enterprises Certification, if applicable, then the above obligation shall be void and of no
effect, otherwise the bond amount shall be forfeited to the DISTRICT.

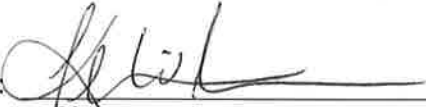
Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the contract or the call for bids, or to the
work to be performed thereunder, or the specifications accompanying the same, shall in
any way affect its obligation under this 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 reasonable attorney's fees to be fixed by the court.

IN WITNESS HEREOF, the parties have executed this bond under their several seals this ___ day of ____, 20___, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)

JFK Transportation Co., Inc.
Principal (Proper Name of Bidder)

By: 
Signature

Kevin Watson
Print Name

CEO
Title

(Corporate Seal
of Surety)

N/A
Surety

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

By: N/A
Signature

Print Name

Title

Address

Telephone No.

Facsimile No.

BID FORM AND AGREEMENT

A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

**CO-CURRICULAR BUS SERVICE
 BID NO. 2223-04**

All in strict conformity with the Bid documents, including Addenda Nos. 1 _____, _____, _____, and _____, on file at the office of the Purchasing Department of said District.

Award for base bid will be determined by lowest bid price per category. Winning bidder becomes preferred vendor of DISTRICT. As need for contractor work arises winning bidder will be offered trip assignments first. Remaining bidders will form a Bench of Contractors to utilize in the event winning contractor is unavailable or cannot be reached. Order in which vendors are solicited will be determined by second lowest price, third lowest price, fourth lowest, successively.

Category #1. Provide School Buses (Capacity 72-90):

<u>Hourly Rate</u>
\$113.00 per hour, per bus

<u>Additional Charge(s) Out of Area (long distance)</u>	<u>Additional Charge(s) Overnight Trips</u>
\$138 per hour, per bus	No Bid

Category #2. Provide SPAB approved recliners w/restrooms minimum 45 PAX :

<u>Hourly Rate</u>
No Bid

<u>Additional Charge(s) Out of Area (long distance)</u>	<u>Additional Charge(s) Overnight Trips</u>
No Bid	No Bid

Please provide this space to list or explain any additional charges i.e. fuel surcharge, minimums, price by capacity, or anything that would impact total trip cost.:

All trips will be priced on a Five (5) hour minimum rate
Fuel surcharge MAY be added if fuel prices are in excess of \$4/gallon.

Bus hours for all categories above shall be computed from the DISTRICT specified pick up and delivery points.

CANCELLATION POLICY

Attach explicit cancellation policy to bid document. See Attachment

AVAILABILITY

Awarded bidders unable to be reached by phone, email, or text for three consecutive trips will lose their bench position, and will be placed in the last position of the bench. Winning bidder for each category will be first bidder contacted and offered the trip. If winning bidder is not available or unable to fulfill trip criteria, District will contact next responsive bidder in bench order.

- B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Bidders - Invitation for Bids. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- C. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of California and whose title is CEO , is authorized to act for and bind the corporation.
- D. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.
- E. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same terms and conditions contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.
- F. The Bidder attests to having read and understands all documents contained and

COMPANY NAME JFK Transportation Co., Inc.

CANCELLATION POLICY

Cancellation fee of **\$565.00** to be charged to the District for buses cancelled by the DISTRICT within twenty-four (24) hours prior to the scheduled trip time.

referenced in this bid.

G. The Contractor agrees:

1. to notify the DISTRICT of the Contractor's current California Highway Patrol Motor Carrier Rating and shall notify the DISTRICT within one day of any change in that rating; and,
2. to grant to the DISTRICT the right to inspect all Terminals, Vehicle Maintenance Records, all Driver Training and Performance Records, and all Accident Reports.

H. The Contractor certifies:

1. the company meets all California Highway Patrol, California Department of Education and the California Public Utilities Commission requirements, including, but not limited to Driver Training and Records, Vehicle Maintenance Procedures and Records, Accident Reports, and any other law, rule, regulation or procedure prescribed by the Federal government; and,
2. the company has a drug and alcohol policy that meets or exceeds all Federal and California State requirements for commercial drivers, and that requires, as a minimum, substance abuse tests for new employees, tests for any driver involved in an accident, and tests of a randomly selected number of employees on a periodic basis.

I. I, Kevin Watson, the CEO (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: 

Signed by: Kevin Watson

Date: June 16, 2022

Business Address: 980 W. 17th Street, Suite B
Santa Ana CA 92706

PARTNERSHIP

Name: N/A

Signed by: _____, Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: JFK Transportation Co., Inc.

(a California Corporation*)

Business Address: 980 W. 17th Street, Suite B

Santa Ana CA 92706

Signed by:  Kevin Watson, President**, Dated: June 16, 2022

A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: N/A

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: N/A
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: JFK Transportation Co., Inc.

(a California Corporation)

By: Kevin Watson 

Date: June 16, 2022

Title: CEO

DISTRICT
APPROVED:

Bid Awarded to _____
(Contractor Name)

Category #1 Provide School Buses	Category #2 Provide SPAB Approved Recliners w/Restrooms

CONTRACT DOCUMENTS:

1. _____ Bid Bond \$100
2. _____ Bid Form and Agreement
3. _____ Noncollusion Declaration
4. _____ Information Required of Bidder
5. _____ Certification by Contractor Criminal Records Check
6. _____ Conflict of Interest
7. _____ Drug Free Workplace Certification
8. _____ Tobacco Use Policy
9. _____ Attestation of Compliance
10. _____ Contractor's Certificate Regarding Workers' Compensation
11. _____ Certificate of Liability Insurance
12. _____ W-9 Form
13. _____ Vendor Information Form

CONTRACT TERM

The term of this base contract is for one year beginning July 1, 2022 through June 30, 2022, with two (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 60 months.

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: _____

NONCOLLUSION DECLARATION
IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

I am the CEO of JFK Transportation Co., Inc., 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 June 16, 2022 [date], at Santa Ana [city], California [state]


Signature

Kevin Watson
Print Name

INFORMATION REQUIRED OF BIDDER

A. GENERAL INFORMATION.

The Bidder shall furnish the following information. 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 officers, directors, shareholders, parties or principals.

1. Firm name and address: JFK Transportation Co., Inc.
980 W. 17th Street, Suite B
Santa Ana CA 92706

2. Telephone: (714) 543-4629

3. FAX: (714) 543-0306

4. E-Mail: Kevin@JFKTrans.net

5. Type of firm: (check one)

Individual Partnership Corporation

Joint Venture Association Other

6. Names and titles of all local officers of the firm:

Kevin Watson CEO

Floyd Watson II CFO

Lucinda Watson Secretary

7. Ownership: List all individuals that own 10% or more of the firm.

1. Kevin Watson 4. _____

2. _____ 5. _____

3. _____ 6. _____

8 Number of years that the firm has been in business under the present ownership:
12 years.

9. Have you been in litigation on a question relating to your performance on a contract during the past three years? No If "Yes", explain, and provide case name and number:

10. Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of District?
Yes ___ No If so, please elaborate.

B. LIST OF REFERENCES.

The following information should contain persons or entities familiar with the Bidder's work:

1. Name of Agency: Santa Ana Unified School District

Agency Address and Telephone: 1601 Chestnut Ave., Santa Ana, CA

(714) 558-5543

Contact Person: Cristina Coury

Date of Contract: 2021

Contract Amount: \$500,000+

2. Name of Agency: Newport Mesa Unified School District

Agency Address and Telephone: 2985-A Bear Street, Costa Mesa, CA 92626

(714) 424-5083

Contact Person: Shelley Humphrey

Date of Contract: 2021

Contract Amount: \$500,000+

3. Name of Agency: Tustin Unified School District

Agency Address and Telephone: 1302 Service Road, Tustin CA 92780
(714) 730-7515

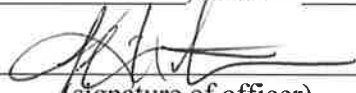
Contact Person: Salvador Sanchez

Date of Contract: 2021

Contract Amount: \$100,000

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 16 day of June, ~~2019~~, at 2022

Santa Ana, Orange County, State of California
City, County



(signature of officer)

Kevin Watson

(typed name of officer)

CONFLICT OF INTEREST

All Bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

Kevin Watson
PRINT NAME

 June 16, 2022
SIGNATURE AND DATE

CEO
TITLE OF OFFICER

JFK Transportation Co., Inc.
NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by District in the last three years? [Yes] [No] If your answer is "Yes", please provide the following information:

- a. Were you a full-time employee? [Yes] [No]
- Part-Time employee? [Yes] [No]
- As-Needed employee? [Yes] [No]
- Consultant? [Yes] [No]
- Or other, please

Explain: _____

b. What were the date(s) of your employment/employment contract/consulting contract?
N/A

c. In which department(s) of DISTRICT did you work?
N/A

d. Who was/were your Supervisor(s)?
N/A

e. Please describe your job duties and responsibilities for each DISTRICT position held?
N/A

f. What was your last date of employment?
N/A

2. Do any Board of Education Member(s) or DISTRICT employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No] If the answer is "Yes", please provide the following information:

a. What is the name of the Board Member(s) or employee(s)?
N/A

b. What is his/her position with your company?

N/A

c. If a Board of Education Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

N/A

3. Are any of your former employee(s), (Consultants) presently employed by District? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

N/A

b. What was his/her title at your company?

N/A

If he/she held more than one position(s) with your company, please provide the title of each position(s) held.

N/A

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

N/A

d. What were the date(s) of his/her employment?

N/A

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day June, 16, 20 22; in the

Santa Ana, CA (Month)
(City) (State)


(Signature)

Kevin Watson

(Printed Name)

CEO

(Title)

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §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 §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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. 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 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 statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if 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 §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 §8350, et seq

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

JFK Transportation Co., Inc.

Name of Contractor



Signature

Kevin Watson

Print Name

CEO

Title

June 16, 2022

Date

TOBACCO USE POLICY

In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder JFK Transportation Co., Inc.

Signature 

Date June 16, 2022



**Co-Curricular Bus Service
Bid No. 2223-04**

**ADDENDUM NO. 1
June 13, 2022**

Please note the following additions, corrections, clarifications, and revisions, to the above-referenced Bid. The additions, corrections, clarifications, and revisions are as follows:

CLARIFICATIONS AND ADDITIONAL INFORMATION

Revision:

In Notice Inviting Bids, paragraph regarding to receive the official bid documents and addenda, remove **“Official bid documents may also be viewed and downloaded from the Bid/Sync/Periscope S2G e-Procurement system by registering via the link on the District’s website and searching the bid number.”**

Question 1: Could you clarify the due date of the bid? On page 1, the due date is shown as Thursday, June 16, 2022 10:00 AM. On page 6, the due date is show as Friday, June 17, 2022 10:00 AM.

Answer: Bids are due on or before 10:00 a.m. P.S.T., Thursday, June 16, 2022.

On page 6 of the bid documents, under Form and Delivery of Bids, revise date from **“10:00 a.m. P.S.T., Friday, June 17, 2022”** to **“10:00 a.m. P.S.T., Thursday, June 16, 2022”**

Question 2: Are we able to attach a separate rate sheet that shows all of our bus sizes and different rates for each size?

Answer: All Bids shall be made and presented only on the forms presented by the District. Each bid must conform and be responsive to the bid documents.

CAPISTRANO UNIFIED SCHOOL DISTRICT

Thomas Connolly

Thomas Connolly
Buyer/Planner, Purchasing

RECEIVED

JUN 15 2022

CUSD 11:52am

CR

[REDACTED]

[REDACTED]

[REDACTED]

Transportation Co., Inc.

W. 17th Street, Suite B

Ana, CA 92706

Phone: (714) 543-4629

Capistrano Unified School District

Education Center, Main Lobby

33122 Valle Road

San Juan Capistrano, CA 92675

Attn.: Thomas Connolly, Purchasing Dept.

No. 2223-04, Co-Curricular Bus Service