

Bid Bond No.: \_\_\_\_\_

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we Lux Bus America  
\_\_\_\_\_, 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 June 15, 2022, for Capistrano unified School District  
Bid No. 2223-04  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 15 day of June, 2022, 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)

Lux Bus America  
Principal (Proper Name of Bidder)

By: [Signature]  
Signature

Matthew B. Noel  
Print Name

Regional Controller  
Title

(Corporate Seal of Surety)

\_\_\_\_\_  
Surety

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

By: \_\_\_\_\_  
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):**

<b><u>Hourly Rate</u></b>
N/A

<b><u>Additional Charge(s) Out of Area (long distance)</u></b>	<b><u>Additional Charge(s) Overnight Trips</u></b>
N/A	N/A

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

<b><u>Hourly Rate</u></b>
5 hour rate
\$975.00

<b><u>Additional Charge(s) Out of Area (long distance)</u></b>	<b><u>Additional Charge(s) Overnight Trips</u></b>
\$165 each additional hour	\$1,700.00 per day - overnight trips

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.:

Fuel Surcharge - \$5.51 - \$5.75 is 3%
\$5.76 - \$6.00 is 6% + \$6.01 - \$6.25 is 9%
\$6.26 - \$6.50 is 12% + \$6.51 - \$6.75 is 15%
The percent is added on top of the charter
cost. overnight trips - driver room is required at groups

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.

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 CA, and whose title is Sales Manager, 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

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, Ryan Brown, the Sales Manager (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: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 \_\_\_\_\_

PARTNERSHIP Name: \_\_\_\_\_

Signed by: \_\_\_\_\_, Partner

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Other Partners: \_\_\_\_\_

\_\_\_\_\_

CORPORATION

Name: Lux Bus America Co.

(a C Corporation\*)

Business Address: 851 East Cerritos Avenue  
Anaheim, CA 92807

Signed by: [Signature], President\*\*, Dated: 6/15/2008

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: \_\_\_\_\_

Signed by: \_\_\_\_\_, Joint Venturer

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Other Parties to Joint Venture:

If an individual: \_\_\_\_\_  
(Signed)

Doing Business as: \_\_\_\_\_;

If a Partnership: \_\_\_\_\_

Signed by: \_\_\_\_\_, Partner

If a Corporation: \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

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**

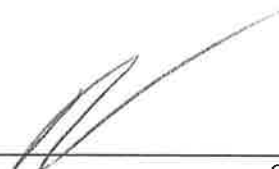
The undersigned declares:

I am the Sales Manager of Lux Bus America, 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 6/15/2022 [date], at Anaheim [city], California [state]

  
\_\_\_\_\_  
Signature

Ryan Brown  
\_\_\_\_\_  
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: Lux Bus America  
951 East Cerritos Avenue  
Andheim, CA 92805

2. Telephone: 714-678-8807

3. FAX: 714-678-8816

4. E-Mail: Sales@Luxbusamerica.com

5. Type of firm: (check one)

Individual  Partnership  Corporation

Joint Venture  Association  Other

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

Matt Brown President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

1. All Aboard America 4. Holdings, Inc.

2. \_\_\_\_\_ 5. \_\_\_\_\_

3. \_\_\_\_\_ 6. \_\_\_\_\_

8 Number of years that the firm has been in business under the present ownership:  
4 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: Orange Lutheran High School  
Agency Address and Telephone: 714-998-5151 ext. 612  
2222 N. Santiago Blvd. Orange, CA 92667  
Contact Person: Jeremy Johnston  
Date of Contract: 7/1/19 to 6/30/22  
Contract Amount: \$1450,000 per year

2. Name of Agency: University of California, Los Angeles  
Agency Address and Telephone: 310-206-6650  
325 Westwood Plaza, Los Angeles, CA 90095  
Contact Person: Akemi Kitagawa

Date of Contract: 11/5/20 to 11/4/25

Contract Amount: \$350,000 per year

3. Name of Agency: Chapman University

Agency Address and Telephone: 714-628-7262

One University Drive, Orange, CA 92666

Contact Person: Raquel Greenberg

Date of Contract: 6/1/21 to 5/31/24

Contract Amount: \$150,000. per year

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 15 day of June, 2019, at 2022

Anaheim, Orange county, State of California.  
City, County

[Signature]  
(signature of officer)

Matt Brown  
(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.

Ryan Brown  
\_\_\_\_\_  
PRINT NAME

[Signature] 6/15/2022  
\_\_\_\_\_  
SIGNATURE AND DATE

Charter Sales Manager  
\_\_\_\_\_  
TITLE OF OFFICER

Lux Bus America  
\_\_\_\_\_  
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?  
\_\_\_\_\_

c. In which department(s) of DISTRICT did you work?  
\_\_\_\_\_

d. Who was/were your Supervisor(s)?  
\_\_\_\_\_

e. Please describe your job duties and responsibilities for each DISTRICT position held?  
\_\_\_\_\_

f. What was your last date of employment?  
\_\_\_\_\_

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)?  
\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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)?

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

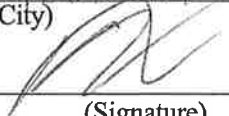
\_\_\_\_\_

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

\_\_\_\_\_

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, 15, 2022; in the

Anaheim, California.  
(City) (State) (Month)

  
(Signature)

Ryan Brown  
(Printed Name)

Charter Sales Manager  
(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 contacting, 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.

Lux Bus America  
Name of Contractor

[Signature]  
Signature

Ryan Brown  
Print Name

sales

Charter Manager  
Title

Thursday, June 15th 2022 6/15/2022  
Date



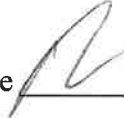
**TOBACCO USE POLICY**

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 Lux Buses America

Signature  Ryan Brown

Date 6/15/2022

CUSD 6/16/22  
11:22 AM  
WAF

Capistrano Unified School District  
Education Center, Main Lobby  
53122 Valle Road  
San Juan Capistrano, CA 92675  
ATTN. Thomas Connolly  
Purchasing Department

Vendor - Lux Bus America

No. 2223-04

Service