

## **CONTRACTOR AGREEMENT WITH JFK TRANSPORTATION CO., INC. TO PROVIDE SCHOOL BUS SERVICES TO THE CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 17<sup>th</sup> day of June, 2025 by and between JFK Transportation Co, Inc., a California corporation (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

### **RECITALS**

- A. On April 4, 2025, City issued Request for Proposal (“RFP”) No. 25-050, by which it sought to retain a Contractor having special skill and knowledge in the field of school bus transportation services for the City’s Parks, Recreation, and Community Services Agency.
- B. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that it is able and willing to provide such services described in the Scope of Work that was included in RFP No. 25-050.
- C. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

### **1. SCOPE OF SERVICES**

Contractor shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the **Scope of Services - Exhibit A**, attached hereto and incorporated herein, and as further described in **Contractor’s Proposal - Exhibit B**, attached hereto and incorporated herein.

### **2. COMPENSATION**

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Contractor’s Fee Proposal – Exhibit C**, attached hereto and incorporated herein. The total compensation for services provided under the Agreement, including any extension periods, shall not exceed \$550,000.00.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Contractor agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Contractor agrees to execute the

City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Contractor's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on June 17, 2025 and end on June 16, 2028, with the option for the City to grant up to two (2), one (1) year extensions, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below. City shall recognize and compensate Contractor for services beginning June 1, 2025.

### **4. PREVAILING WAGES**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **5. INDEPENDENT CONTRACTOR**

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **6. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and

perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

## **7. INSURANCE**

Contractor shall procure and maintain for the duration of the agreement, the following insurance coverages:

**Minimum Scope and Limit of Insurance.** Contractor shall maintain limits of insurance coverage in the following minimum amounts and shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal injury with limits no less than \$3,000,000 and advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.
- **Automobile Liability (AL):** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), with combined single limits of \$5,000,000 and aggregate \$10,000,000. Primary and umbrella/excess policies can be combined to meet required policy limit.
- **Workers' Compensation (W/C):** as required by the State of California, with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident, per employee, per policy for bodily injury or disease. This requirement can be waived if Contractor has no employees.
- **Sexual Abuse or Molestation Liability (SAML):** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit of no less than \$1,000,000 per occurrence or claim.
- If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- CGL and AL policies: City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Permittee including materials, parts, equipment, and personnel furnished in connection with such work or operations.
- All required insurance policies: Insurance company(ies) agrees to waive all rights of subrogation against City, its City Council, its officers, officials, employees, agents, and

volunteers for losses paid under the terms of any policy which arise from work performed by Contractor for City.

- All required insurance policies: For any claims related to this contract, Contractor's insurance coverage shall be primary and any insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
- All required insurance policies: A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
- Each insurance policy required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment.
- Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Attention: (Name of Department Staff Responsible for Agreement), Address of Department Responsible for Agreement, M-XX, Santa Ana, CA 92701. The name and location of the event should be included in the Description of Operations section of each certificate.

**Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to City.

**Verification of Coverage.** Contractor shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

- The retroactive date must be shown and must be before the date of the contract or the beginning of work.



- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Company must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.

**Subcontractors.** Contractor shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from sub-contractors.

**Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **8. INDEMNIFICATION**

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **9. INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States’ letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

## **10. RECORDS**

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

## **11. CONFIDENTIALITY**

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

## **12. CONFLICT OF INTEREST CLAUSE**

Contractor covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **13. NON-DISCRIMINATION**

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

#### **14. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **15. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

#### **16. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **17. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **18. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **19. PROFESSIONAL LICENSES**

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **20. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, California 92702  
Fax: 714- 647-6956

With courtesy copies to:

Executive Director  
Parks, Recreation, and Community Services  
City of Santa Ana  
20 Civic Center Plaza  
P.O. Box 1988  
Santa Ana, California 92702

To Contractor:

JFK Transportation Co.  
Attn: Kevin Watson, CEO  
980 W. 17<sup>th</sup> Street, Suite B  
Santa Ana, California 92706

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

## **21. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE**

Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance ("CRCs"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the City.

Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

## **22. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

*[signatures appear on following page]*

**SIGNATURE PAGE TO CONTRACTOR AGREEMENT WITH JFK  
TRANSPORTATION CO., INC. TO PROVIDE SCHOOL BUS SERVICES TO THE  
CITY OF SANTA ANA**

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

**ATTEST**

**CITY OF SANTA ANA**


\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Alvaro Nunez  
City Manager

**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**CONTRACTOR:**

By:   
\_\_\_\_\_  
Jonathan T. Martinez  
Assistant City Attorney

  
Kevin Watson (May 29, 2025 17:05 PDT)  
\_\_\_\_\_  
By: Kevin Watson  
Title: CEO

**RECOMMENDED FOR APPROVAL**

  
\_\_\_\_\_  
Hawk Scott  
Executive Director  
Parks, Recreation, and Community Services Agency

**EXHIBIT A**

**SCOPE OF SERVICES**



## CITY OF SANTA ANA

### EXHIBIT I

### SCOPE OF SERVICES

Proposer(s) shall perform the services as set forth below.

#### **OVERVIEW**

The City of Santa Ana seeks a qualified, licensed school bus services company to provide transportation of groups of people for pre-arranged round-trip excursions from various points within City limits to other destinations in the southern California area on an as-needed basis, throughout the year. These events include, but are not limited to: senior programs, youth field trips, community excursions, and other special events. Transportation services will be requested on an as-needed basis by designated City staff.

All proposals shall include turnkey pricing for all services requested, and the City reserves the right to reasonably increase or decrease the amounts and change specifications upon award.

#### **PART I - SCOPE OF SERVICES**

##### **I. TRANSPORT SERVICES TO BE PROVIDED**

###### **1. Departure Time:**

- a. Scheduled Departure Time: is the time that City has provided to Carrier when the vehicle is to leave the Pick-up Point for the Destination Point.
- b. Actual Departure Time: is the actual time the vehicle leaves from the Pick-Up Point or the Destination Point.
- c. Late Arrival: is arrival at the Pick-Up Point that is later than the required arrival time of at least 20 minutes before the Scheduled Departure Time. Liquidated damages apply.
- d. Late Show: is arrival at the Pick-Up Point that is later than the Scheduled Departure Time. Liquidated damages apply; Contract termination may apply.

###### **2. Cancellation:**

- a. If City cancels requested service due to Carrier's Late Arrival at the Pick-Up Point or Late Show, which causes City to cancel the event due to time restrictions at the destination point, then Carrier shall not charge City any fees whatsoever and liquidated damages apply.
- b. If City cancels requested service any time before vehicle is dispatched, then Carrier shall not charge City any fees whatsoever.
- c. If City cancels requested service after vehicle is dispatched, then City will pay the Trip Charge and no other charges. Trip Charges are to be prorated downward in cases where the vehicle dispatch point was closer to Santa Ana, CA and where the vehicle is re-routed to another customer's location.

###### **3. Head Count:**

- a. Conduct a head count (roll call) prior to all departures.





## CITY OF SANTA ANA

### 4. **Pick-Up Point:**

- a. is the predefined location within the City limits for the passengers to be picked up by Carrier. This is where the trip begins. Driver must be at Pick-Up Point at least 20 minutes before Scheduled Departure Time. Standby Rate is applicable until the Actual Departure Time; Drive Time Rate begins thereafter.

### 5. **Destination Point:**

- a. is the predefined location, which may be outside of the City limits, but not outside of the Southern California area. This is the Destination Point, the main purpose of the trip. There may be multiple Destination Points. Drive Time Rate ends; Standby Rate begins until vehicle leaves for the Drop-off Point. Standby Rate is applicable until the Actual Departure Time; Drive Time Rate begins thereafter.

### 6. **Drop-Off Point:**

- a. is the predefined location within the City limits for the passengers to be dropped off by Carrier. Note that the Drop-Off Point is normally the same as the Pick-Up Point. This is where the trip is completed. Drive Time Rate ends; Standby Rate begins until last passenger leaves the vehicle.

### 7. **Round Trip:**

- a. is from Pick-Up Point to Destination Point to Drop-off Point. There may be multiple Destination Points before reaching the Drop-off Point.

## II. **SCHEDULE**

1. Provide the services on the agreed-upon schedule, generally, Monday through Friday, 8:00 am to 6:00 pm.
2. Occasional weekends may be needed from 8:00 am to 10:00 pm.
3. Note that the dates and times are subject to change or cancellation.
4. Note City will provide advance notice, at least 72 hours or more, for services or cancellations.

## III. **TYPICAL ANNUAL REQUIREMENTS: (NOT IMPLIED AS A GUARANTEE)**

1. The City conducts about 20-30 trips a year, which are generally 5 - 65 miles round trip.
  - a. Each trip may require 1-3 buses per trip.
  - b. Approximately 10 trips for Summer Day Camp
  - c. Approximately 9-10 trips for the Teen Excursion Program
  - d. Approximately 4 trips for the Senior Service Program
  - e. Approximately 4 trips for the Athletics Program

## IV. **PRICES**

1. It shall be understood that the unit prices are firm for the initial year of the contract.
2. An increase or decrease may be made to the bid item prices for subsequent renewals for the term of the contract.



## CITY OF SANTA ANA

3. Additional Charges: not allowed, no fuel surcharges, no mileage rates

### **PART II – ADDITIONAL REQUIREMENTS**

#### **V. BIDDER QUALIFICATIONS**

1. Possess the appropriate California Public Utilities Commission (CPUC) licenses for operating the types of vehicles and carrying the number of passengers in conjunction with the service requirements.
2. Must be listed at the CPUC website <https://tcpportal.cpuc.ca.gov/TCP/s/> under Limos, Shuttles, and Buses: Consumer Information Center; Hiring a Limo, Shuttle, or Bus; List of Companies.

#### **VI. SPECIFIC TERMS AND CONDITIONS**

##### **1. LEGAL**

- a. Comply with all legal requirements: federal, state, and local laws, regulations
- b. Comply with all CPUC requirements as stated in the CPUC's Transportation License Section apply unless the company, classification, service, etc. are especially excluded therein.
- c. Comply with all ADA requirements

##### **2. LICENSING**

- a. CPUC issues operating authority to companies that are for hire to transport passengers, including school buses that operate in California. Companies must display their CPUC file number on their vehicles and in advertisements; for example, "PSC 1234" or "TCP 1234."
- b. Drivers must be licensed as required under the California Vehicle Code and must comply with the driver provisions of Title 13, California Code of Regulations.
- c. Drivers must be the permit or certificate (CPUC authority) holder or under the complete supervision, direction and control of the operating carrier, and be an employee of the authority holder, or an employee of a sub-carrier, or an independent owner-driver who holds charter-party carrier authority and is operating as a sub-carrier.

#### **VII. CONTROLLED SUBSTANCES AND ALCOHOL**

1. Provide for a drug testing program in accordance with General Order 157 Series (TCP) and General Order 158 Series (PSC), whichever is applicable.



## CITY OF SANTA ANA

2. Do not permit any driver to operate any vehicle, in conjunction with these service requirements that does not conform to all of the applicable drug testing program requirements.
3. Do not permit any Controlled Substances and Alcohol to be used on the vehicle by anyone.

### **VIII. DMV PULL NOTICE**

1. Be enrolled in the DMV Employer Pull Notice Program (EPN).
2. Do not permit any driver to operate any vehicle, in conjunction with these service requirements that does not conform to all DMV requirements.
3. Upon the City's request, vendor shall provide a list of all employees enrolled in the DMV Pull Notice Program.

### **IX. BACKGROUND CHECKS**

1. Note that some passengers may be of minority age.
2. Utilize only the drivers that have had Department of Justice criminal background checks completed and had those checks properly screened for these service requirements.
3. Perform background checks at least once every two years on individuals who are utilized in conjunction with these service requirements.

### **X. PASSENGER INFORMATION**

1. Make the following information available immediately to the passengers:
  - a. Check the license status of the company: Call CPUC at 1-800-877-8867; Access the information from our website at [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
  - b. File a complaint against your CPUC-authorized passenger transportation company: Call CPUC at 1-800-894-9444; Email CPUC at [CIU\\_intake@cpuc.ca.gov](mailto:CIU_intake@cpuc.ca.gov); Write the Passenger Section, California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102; Use the complaint form on our website at: <https://www.cpuc.ca.gov/consumer-support/file-a-complaint/transportation-complaint> if your complaint is by email or in writing.

### **XI. SAFETY, FIRST AID, EMERGENCIES**

1. Ensure that all drivers are up-to-date on first aid, CPR, and other related training.
2. Ensure that each vehicle used, in conjunction with these service requirements, has properly stocked first aid kits, fire extinguishers, and other related first aid devices as appropriate for the number of passengers and the expected duration of the trip.
3. Have emergency and critical incident procedures, arrangements and personnel in place to protect passengers and minimize disruption from on-road incidents, vehicle and/or system failures.



## CITY OF SANTA ANA

4. Provide a list of primary and a secondary point of contact names and phone numbers for emergencies.

### **XII. VEHICLES**

#### **1. Provide the following information for each vehicle that is available for service:**

- a. The make, model, year, miles, condition, and attributes for each vehicle.
- b. License plate numbers, VIN numbers, and seating capacities.
- c. Provide updates within 10 days of adding or deleting any vehicle from this list.

#### **2. Seating**

- a. Use the appropriate sized-vehicle with the appropriate number of seats for a given Round Trip.
- b. Do not carry more passengers than the number of seats unless specifically allowed by law.
- c. Ensure that all seats have the appropriate and fully functional restraint devices (seat belts, child safety seats) for the type of vehicle being utilized.

#### **3. Vehicle service requirements shall:**

- a. Be appropriate for the intended use.
- b. Have passenger capacity to accommodate all passengers comfortably.
- c. Have the necessary safety equipment.
- d. Be fueled to at least 7/8ths of a tank, that other fluids including oil, antifreeze/coolant, power steering, brake fluid, washer fluid, battery fluid, and the like are topped-off before arrival at Pick-up Point.
- e. Have had battery performance checked within the last 30 calendar days.
- f. Be equipped with fully functional heating, air conditioning, doors, windows, windshield wipers, emergency radios, escapes (where appropriate), tires (spare included) that are in very good condition rated for the type of vehicle and weight loads.
- g. Have the appropriate charger for the mobile phones utilized by the driver for contact.
- h. Be clean inside and outside prior to scheduled service.
- i. Have the appropriate storage/baggage compartments.
- j. Be safeguarded at all times during the Round Trip.
- k. Be very well-maintained, up-to-date on their maintenance requirements.



## CITY OF SANTA ANA

- l. Provide replacement transportation to ensure a timely arrival at specified destinations in the event of mechanical malfunctions or breakdowns.
- m. Ensure that any backup or replacement vehicles meet the same criteria as the replaced vehicle.
- n. Use only Carrier's company-owned or -leased vehicles unless otherwise approved in advance by Change Request/Change Order.
- o. Comply with all Department of Transportation Federal Highway Administration (DOT/FHWA) regulations with regard to their service.
- p. Make available all vehicle maintenance records utilized in these services for inspection by City within 3 working days' notice from City.
- q. Allow the City reserves the right to inspect the Vendors equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of this agreement.

### **XIII. DRIVERS**

Note that the split of responsibilities is provided as a general grouping and does not represent or limit the responsibilities of the Carrier and Drivers

#### **1. Carrier Responsibilities**

- a. Ensure that only drivers who are in good health (not mentally, emotionally, or physically compromised for operating the vehicles; and not contagious with any disease that might infect the passengers); well-rested; alert; and not under the influence of any illegal substances, substances or chemicals that would detract from their ability to operate the vehicle at optimal levels are utilized for these services.
- b. Remove drivers from operating a vehicle in conjunction with these service requirements that do not meet the foregoing requirements.
- c. Provide the appropriate number of drivers and relief drivers as required for the expected Round Trip travel time at no additional cost to City.
- d. Ensure that drivers are provided the appropriate breaks for meals and the like.
- e. Provide a fully-charged, fully-functional mobile phone to the driver to be available for contact at any time during the trip by Carrier or by City.
- f. Are trained and regularly evaluated for conformance with all applicable requirements.

#### **2. Driver Responsibilities**



## CITY OF SANTA ANA

- a. Possess, at all times, a valid State of California Department of Motor Vehicle Driver License qualifying them to operate the vehicles.
- b. Are professional, courteous, and provide excellent customer service.
- c. Capable of communicating the English language: understanding, speaking, reading, and writing it.
- d. Attend and pass a defensive driver training course at least once every four years.
- e. Are trained, familiar with, and skilled at the operation of the vehicle to be used for this service.
- f. Ensure vehicles and contents are secure at all times.

### 3. **Parking Tolls & Fees**

- a. City will reimburse Carrier for the exact amount of all documented parking and toll fees for each Round Trip.

### 4. **Fines**

- a. Carrier is sole responsible for all fines including, but not limited to all DMV fines, towing, storage, etc.

### 5. **Fuel Surcharges:**

- a. Not allowed

## **XIV. LEGAL AND BEST PRACTICE REQUIREMENTS**

1. Be self-informed, abide by, and comply with all, current and applicable, local, county, state, federal or other legal requirements and best practices at all times.
2. Do not cause, allow to be caused, or permit the continuance of any violation of any legal requirements or best management practices
3. Be responsible and bear all associated costs should any work be performed in contrary to any laws, ordinances, codes, rules, or regulations.

## **XV. AUDIT REQUIREMENTS**

1. City reserves the right to periodically inspect and audit Contractor's accounting procedures and supporting documentation in conjunction with the performance of the bid specifications.
2. City will notify Contractor in writing of any such requested audit.



## CITY OF SANTA ANA

3. City will inspect and audit in a reasonable manner and at City's expense.
4. Contractor must fully cooperate with any such audit(s).
5. City will notify Contractor in writing of any exception taken as a result of an audit.
6. During required audits, in accordance with this article, discloses overcharges (of any nature) by Contractor to the City of the value of that portion of the Agreement that was audited, the actual cost of the City's audit shall be reimbursed to the City by Contractor for the entirety of the term including all extensions.



## CITY OF SANTA ANA

### EXHIBIT II

### RESERVATION EXAMPLE

<u>TYPE OF COACH/BUS</u>	<u>MONTH</u>	<u>TOTAL # OF BUSES NEEDED</u>
Regular School Bus Sizes: 48/72, 52/78 & 59 passenger w/ 3 pt. Seat belts	MINIMUM OF 2 EACH MONTH JUNE JULY AUGUST	24 14 14 2
Regular School Bus Sizes: 48/72, 52/78 & 59 passenger w/ 3 pt. Seat belts, w/ Lift Equipped	MINIMUM OF 2 EACH MONTH	24



**EXHIBIT B**

**CONTRACTOR'S PROPOSAL**

**JFK TRANSPORTATION CO., INC.**

**Kevin Watson, CEO**

**980 W. 17<sup>TH</sup> STREET, SUITE B**

**SANTA ANA, CA 92706**

**Kevin@JFKtrans.net**

**714.543.4629**

**RESPONSE TO: Request for Proposals No. 25-050**

**Proposal Due Date: Thursday, May 1, 2025; 4:00 PM**

**Timothy Pagano, Deputy Director of Parks,  
Recreation & Community Services  
City of Santa Ana- Parks, Recreation, &  
Community Services  
20 Civic Center Plaza  
Santa Ana, CA 92701**



Family. Faith. Service.

## Table of Contents

A. Cover Letter.....	1
B. Services Provided.....	2
C. Agreement Statement.....	3
D. Firm and Team Experience.....	4-5
a. Resumes.....	6-7
E. Proposed Work Plan.....	8
F. Certifications (Attachments)	
a. Proposer's Certification.....	9
b. Proposal Pricing.....	10
c. References.....	11
d. Proposer's Statement.....	12
e. Non-Collusion Affidavit.....	13
f. Non-Lobbying Certification.....	14
g. Non-Discrimination Certification.....	15-16
h. Addendum No.1: Q & A Response.....	17-18



Family. Faith. Service.

Timothy Pagano, Deputy Director of Parks, Recreation, & Community Services  
City of Santa Ana- Parks, Recreation & Community Services  
20 Civic Center Plaza  
Santa Ana, CA 92701

To whom this may concern,

JFK Transportation Co., Inc. has a high interest in being considered as a primary transportation service provider for the City of Santa Ana Parks, Recreation & Community Services. JFK Transportation is an S-Corporation, formed in Orange County, CA in 2001. JFK Transportation's headquarter office is: 980 W. 17<sup>th</sup> Street, Suite B; Santa Ana, CA 92706. Our current corporate officers are the following persons, Kevin Watson (CEO), Floyd Watson (CFO), Lucinda Watson (Secretary), Phyllis Watson (Director). Kevin Watson is authorized to prepare and legally bind all commitments for JFK Transportation.

JFK, we commit ourselves to being the expert in transportation to allow you a safe, reliable, and comfortable transportation service. We are excited at the opportunity to service the City of Santa Ana and their residents

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Watson', with a stylized flourish extending to the right.

Kevin Watson  
CEO



Family. Faith. Service.

## REQUEST FOR PROPOSALS No. 25-050 SCHOOL BUS SERVICES, CITY OF SANTA ANA

### **B. Services Provided**

JFK Transportation Co., Inc. proposes to provide School bus transportation to the City of Santa Ana for pre-arranged round trip excursions from various points within City limits to other destinations in the southern California area on an as-needed basis, throughout the year.

JFK's commitment is seen in our 30+ years of continual residency and service to the City's school district, Parks and Recreation department, and senior centers. Our knowledge and understanding of the City's mission, is paralleled with our core values of service. Our commitment in providing efficient transportation to our community through safe, cost-conscious service; while providing great experiences and opportunities to our youth and families of Santa Ana. We are confident that our transportation service will surpass all expectations creating an enjoyable environment. Our team of drivers and office staff are fully equipped to serve the transportation needs of the City of Santa Ana Parks and Recreation department.



Family. Faith. Service.

REQUEST FOR PROPOSALS No. 25-050  
SCHOOL BUS SERVICES, CITY OF SANTA ANA

**C. Agreement Statement**

JFK Transportation Co., Inc. declares that our company is in agreement and does not have any conflict or concerns with any and all provisions as contained in **EXHIBIT III- Sample Agreement** of this RFP.





Family. Faith. Service.

## REQUEST FOR PROPOSALS No. 25-050 SCHOOL BUS SERVICES, CITY OF SANTA ANA

### **D. Firm and Team Experience**

JFK Transportation Co., Inc. has had the privilege of providing passenger transportation for more than 30 consecutive years, in the City of Santa Ana. JFK's longevity has been a result of our detailed and committed approach to providing the best quality transportation that our customers and community require. JFK continues to serve several school districts and private/public agencies in the City of Santa Ana and Southern California (see references). Services provided currently: home to school transportation, field trip and sports trip transportation, summer camp and shuttle service. Santa Ana has been JFK's heart and home since 1993.

JFK provides daily home to school transportation in our fleet of ambulatory vans (1-9 passenger), conventional school buses (16-25 passengers) and our transit school buses (44+ passengers). Currently, JFK provides transportation of over 200 routes per day for public school districts in Orange County and Los Angeles County. Our home to school transportation provides services to our Special Ed and General Ed students. JFK's dispatch and scheduler provide route optimization to our school districts to ensure timely transportation and planning.

In addition to our home to school transportation service, JFK provides transportation for day/night excursions to customers that vary from the general public to schools and private schools. JFK schedules all trips through our dispatch software that allows trip tracking (quote-confirmation-completion). Should the customer have concerns or questions about a trip, JFK's knowledgeable scheduler's will provide guidance to the requestor.

JFK's team of drivers have traveled to destinations local and out of area. Our drivers are mountain trained and certified. In addition, many of our sports trips have challenged our drivers to destinations far and wide and all hours of the day and night. JFK ensures our team is provided classroom and behind the wheel training at minimum of twelve (12) hours per year. First aid and CPR training is completed annually by our state certified instructors.

JFK's headquarters and bus terminal are located in the heart of Santa Ana, near many of the local parks and community centers. Our operations are within five (5) minutes to many of the facilities. Our office team, many who are Santa Ana residents, understand the traffic and construction patterns to help direct our drivers to ensure safe and on time arrival.



Family. Faith. Service.

JFK's operations supervisor that will represent our Company and have direct communication with the City of Santa Ana will be the following:

- Pilar Ojeda, Operations Supervisor
- Office: 714.543.4629
- Email: [Pilar@JFKtrans.net](mailto:Pilar@JFKtrans.net)
- David Palencia, Compliance Director
- Office: 714.543.4629
- Email: [David@JFKtrans.net](mailto:David@JFKtrans.net)



# Pilar Ojeda

## Operations Supervisor

JFK Transportation Co., Inc.

### Skills & Abilities

- Direct management of Drivers and office personnel
- Expert in scheduling/routing individual routes; currently manages 108 routes
- Excel in project management to integrate systems across departments companywide
- An efficient team player in a challenging and creative environment with excellent capacity to adapt new technologies and skills.
- Proven track record in developing and delivering training to support staff, problem-solving and conflict resolution.
- Dispatch, routing, vehicle, and driver monitoring software proficient
- Experienced in handling multiple changes on multiple systems with high troubleshooting skills.
- New customer acquisition
- Proficient in understanding and adhering to RFP requirements
- Microsoft office, word, and excel proficient
- Account Receivables

### Professional Summary

- Managed all day to day operations of passenger transportation within the route sector, including interviews and new hire orientation. Also assisted in the startup of specialized home to school route transportation service.
- Route optimization and Driver drive time reducing the number of accidents/incidents, and driver retention
- Assisted and Administered vehicle tracking tool to improve visibility, safety, reliability, and customer satisfaction
- Advised on potential RFP's and bid pricing
- Analyzed and forecasted and contract requirements
- Scheduled and dispatched all drivers



# DAVID PALENCIA

**DIRECTOR**  
LA/OC DIVISION



## CONTACT



**Phone**  
714-714-6100



**Email**  
David@JFKTrans.net



**Address**  
980 w. 17th St. Suite B  
Santa Ana CA 92706



## CERTIFICATIONS



**2022/2023 CASBO**  
Director Of Transportation  
Certification #40001675



**2020-Present**  
Drug & Alcohol Certification  
BOTL Certificate



**2016-Present**  
CDL License  
School Bus Certificate  
(P, S, Air brake endorsements)



## LANGUAGE

- English
- Spanish



## ABOUT ME

Service oriented transportation director with eight years experience in the school bus industry. Vast knowledge of CHP, CDE, OSHA, EPA, CDC, and HAZMAT. Prior ownership experience in the hospitality industry and served as a high school teacher and coach. Committed professional aspiring to make a difference in the student transportation field.



## WORK EXPERIENCE



**SPTAC Committee Member** **2023-2026 3 Year Term**  
Urban Contractor Representative



**JFK Transportation** **2016-present**

- Direct supervision of Operations and Management of a fleet of over 195 vehicles and 175 drivers and staff members. Assisted the president with procurement projects, vehicle acquisition, and contract negotiations.
  - Established a Safety and Training program that decreased "at fault" accidents by 30%
  - Implemented a Technology/Software system reducing man-hours by 60%
  - Created standard operating procedures for Supervisors, Driver instructors, and School Bus Drivers.
  - Designed and created safety videos used to create environments of safety for our clients.
  - Streamlined hiring and onboarding procedures.
- Effectively facilitated an increase in daily operations to 170 routes and 50+ trips average daily.
- Manage fleet maintenance service technicians, conduct CHP certifications, and annual terminals.
- Supervise team of state certified instructors, behind the wheel trainers, and alternative transportation instructors.
- Social Media/Marketing/Web Ambassador
- Implemented the Wi-Fi on wheels program for the community during the 20/21 school closure.



## MY SKILLS & EXPERTISE

Administration & Management

MS Word, Excel, Powerpoint

TransTraks, Bus Hive, Traversa

Customer & Personal Service

Computer/Network Specialist

Media/Marketing Management

OSHA, EPA, CARB, Polymath

Training/Coaching

Saucon, Samsara ELD systems

Seon routing & tracing

Time Clock Plus, ADP

Talent Acquisition

Fleet Management & Procurement

Event Coordination





Family. Faith. Service.

## REQUEST FOR PROPOSALS No. 25-050 SCHOOL BUS SERVICES, CITY OF SANTA ANA

### **E. Proposed Work Plan**

JFK Transportation Co., Inc. understands the needs and expectations of the City of Santa Ana pertaining to the school bus services for the Parks, Recreation, and Community centers. JFK's core values are represented in the guiding values of the City. In our service, we choose to understand the individual needs of our customer and commit to serving with integrity and honesty. Our approach in working with our customer in scheduling, is to gather pertinent trip information (date, times, destination, group, etc.) to begin the process of scheduling.

It is JFK's responsibility to communicate any potential concerns or advice on how to ensure the best quality trip that can be made. As the transportation professional, many times, our staff and team of drivers may have recommendations that will be made to the City to ensure they are well aware of potential conflicts such as traffic patterns, difficult parking and/or toll fees, and nearby areas that may serve well for lunch or rest areas.

In addition, JFK will provide a detailed quote for review prior to scheduling any excursions. Our transportation dispatch software is cloud based and accessible 24 hours a day. Quotes/Confirmations will be sent via email and can be confirmed in the same manner, if best suits the City. This will allow clear communication of what JFK received and will provide on the day of service. Our team will be accessible during all convenient times for the City and available for after-hours direct contact. We understand that last minute or emergency changes may arise in off (peak) hours and our dispatch team will be available to assist. Should there be any same day changes, JFK will communicate with the City's requestor for approval and will follow up to see how we may prevent future same day changes.

JFK will review all information with our drivers prior to pick up of the City's group, and hold ourselves accountable for the safety of the vehicle, driver performance, and service from our dispatch team. JFK vehicles are equipped with live camera recording devices as well as live GPS tracking. It is our responsibility to provide on time, reliable, safe, and compassionate service for each passenger that boards our vehicle, and the community as a whole. JFK has a minimum of ten (10) percent spare vehicles, should there be any mechanical failures of our vehicle. Our nearby bus yards are within distance to limit the down time from any issues that may arise. JFK's dispatch team will communicate with the City.

JFK will ensure our service is above the expectations of the group being transported from scheduling to final invoicing.

980 W. 17<sup>th</sup> St. Suite B, Santa Ana, CA 92706 \* Tel.: 714-543-4629 \* Fax 714-543-0306



## CITY OF SANTA ANA

### ATTACHMENT A-1

#### PROPOSER'S CERTIFICATION

**Certification** - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

JFK Transportation Co., Inc.

(714) 543-4629

LEGAL NAME OF COMPANY

PHONE AND FAX NUMBERS

980 W. 17th Street Suite B; Santa Ana CA 92706

BUSINESS ADDRESS

Kevin Watson

CEO

PRINTED NAME OF AUTHORIZED AGENT

TITLE

May 1, 2025

Kevin@JFKTrans.net

SIGNATURE OF AUTHORIZED AGENT

DATE

E-MAIL ADDRESS

20-0169522

TCP0021767-B; CA 353880

FEDERAL ID NUMBER (IF APPLICABLE)

CONTRACTOR LICENSE NUMBER  
(IF APPLICABLE)

384142

CITY OF SANTA ANA BUSINESS LICENSE NUMBER

(PLEASE PROVIDE IF AVAILABLE, BUT NOT REQUIRED UNTIL AND IF AN AWARD IS MADE TO PROPOSER.)

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT A-2

### PROPOSAL PRICING

Please provide pricing for each type of bus and motor coach. Pricing shall be inclusive of all costs;  
NO ADDITIONAL CHARGES.

DESCRIPTION	HOURLY RATE	MINIMUM CHARGE	DAILY RATE
Regular School Bus Sizes: 48/72, 52/78, & 59 passenger w/ 3 pt Seat belts	\$ <u>115.00</u>	\$ <u>575.00</u>	\$ <u>\$1000.00</u>
Regular School Bus Sizes: 48/72, 52/78, & 59 passenger w/ 3 pt Seat belts, Lift Equipped	\$ <u>145.00</u>	\$ <u>725.00</u>	\$ <u>1210.00</u>
<b>CANCELLATION RATES/FEEs</b>			
72 Hour Notice	\$ <u>No Charge</u>		
<b>MISCELLANEOUS CHARGES/FEEs NOT REFLECTED ABOVE</b>			
Description: <u>Mountain Transportation</u>	\$ <u>1100.00 per bus, per trip (max 44 passengers)</u>		
Description: _____	\$ _____		
Description: _____	\$ _____		

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**





## CITY OF SANTA ANA

### ATTACHMENT B

### REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

#### REFERENCE

Customer Name: Santa Ana USD Contact Individual: Cristina Coury  
Address: 1601 Chestnut Ave. Phone Number: 714.558.5543  
Santa Ana, CA 92701 EMAIL: Cristina.coury@sausd.us  
Contract Amount: \$1MM Year: 2024-2025

Description of supplies, equipment, or services provided:

Home to School and Field Trip Transportation

#### REFERENCE

Customer Name: Newport Mesa USD Contact Individual: Shelley Humphrey  
Address: 2985-A Bear Street Phone Number: 714.424.5083  
Costa Mesa, CA 92626 EMAIL: shumphrey@nmusd.us  
Contract Amount: \$500K Year: 2024-2025

Description of supplies, equipment, or services provided:

Field Trip and Sports Transportation

#### REFERENCE

Customer Name: YMCA of Orange County Contact Individual: Dorain Cassell  
Address: 13821 Newport Ave., Suite 200 Phone Number: 714.508.7619  
Tustin, CA 92780 EMAIL: dcassell@ymcaoc.org  
Contract Amount: \$250k Year: 2025-2026

Description of supplies, equipment, or services provided:

Field Trip Transportation

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT C

#### PROPOSER'S STATEMENT

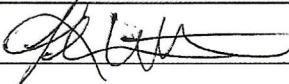
Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between Proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to Proposer or deposited with the United States Postal Service properly addressed to the Proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or Proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or Proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm JFK Transportation Co., Inc.

Signed and Printed Name:  Kevin Watson

Title CEO

Date May 1, 2025

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.**  
**PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT D

### NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

State of

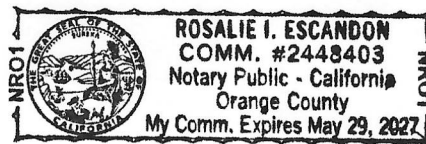
CA

County of

Orange

Subscribed and sworn to (or affirmed) before me on this 1st day of May, 2025, by Kevin Watson, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature



Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**





## CITY OF SANTA ANA

### ATTACHMENT E

#### NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: \_\_\_\_\_

Title: CEO

Firm: JFK Transportation Co., Inc.

Date: May 1, 2025

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



## CITY OF SANTA ANA

### ATTACHMENT F

#### NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract



## CITY OF SANTA ANA

or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: \_\_\_\_\_

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

CEO

Firm: \_\_\_\_\_

JFK Transportation Co., Inc.

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

May 1, 2025

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



MAYOR  
Valerie Amezcua  
MAYOR PRO TEM  
Benjamin Vazquez  
COUNCILMEMBERS  
Phil Bacerra  
Johnathan Ryan Hernandez  
Jessie Lopez  
David Penaloza  
Thai Viet Phan



CITY MANAGER  
Alvaro Nuñez  
CITY ATTORNEY  
Sonia R. Carvalho  
CITY CLERK  
Jennifer L. Hall

**CITY OF SANTA ANA**  
**FINANCE AND MANAGEMENT SERVICES**  
20 Civic Center Plaza • P.O. Box 1988  
Santa Ana, California 92702  
[www.santa-ana.org](http://www.santa-ana.org)

**ADDENDUM NO.1: Q & A RESPONSE**  
**REQUEST FOR PROPOSALS (RFP) NO. 25-050**  
**SCHOOL BUS SERVICES**

April 18, 2025

Notice is hereby given to Proposers that, where applicable, the City of Santa Ana Purchasing Division has made certain clarifications, modifications, additions, and/or deletions, for specifications of RFP No. 25-050 School Bus Services. **ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS REMAIN UNCHANGED.**

**I. CLARIFICATIONS AND ANSWERS TO QUESTIONS SUBMITTED BY THE DEADLINE ARE AS FOLLOWS:**

1. Q. Would the District be interested in bids from cost-effective alternative transportation solutions utilizing sedans and SUVs as a supplement in cases where transportation needs are most efficiently met by smaller vehicles (e.g. special education, IEP, McKinney Vento, and/or other small group and individual rides) provided on an as-needed basis?  
  
*A. No, at this time our trips are aimed at larger groups and smaller vehicles would not be sufficient to meet the needs of the Department.*
2. Q. Are the previous trips available for review for the trips mentioned on page 18, Item III?  
  
*A. Not at this time. The Divisions take different trips each year and while the previous list may represent where and how many participants, it can vary depending budget, weather and individual interest.*
3. Q. Page 25 of 40: The city is requested 48/72, 52/78 & 59 passenger school buses with lifts. For lift equipped buses, the wheelchair and ambulatory capacity varies by bus, with most buses accommodating limited ambulatory capacity. Is the City willing to utilize smaller lift equipped school buses?  
  
*A. We would not be interested in smaller lift-equipped transportation at this time.*

**SANTA ANA CITY COUNCIL**

Valerie Amezcua  
Mayor  
[vamezcua@santa-ana.org](mailto:vamezcua@santa-ana.org)

Benjamin Vazquez  
Mayor Pro Tem - Ward 2  
[bvazquez@santa-ana.org](mailto:bvazquez@santa-ana.org)

Thai Viet Phan  
Ward 1  
[tphan@santa-ana.org](mailto:tphan@santa-ana.org)

Jessie Lopez  
Ward 3  
[jessielopez@santa-ana.org](mailto:jessielopez@santa-ana.org)

Phil Bacerra  
Ward 4  
[pbacerra@santa-ana.org](mailto:pbacerra@santa-ana.org)

Johnathan Ryan Hernandez  
Ward 5  
[jryanhernandez@santa-ana.org](mailto:jryanhernandez@santa-ana.org)

David Penaloza  
Ward 6  
[dpenaloza@santa-ana.org](mailto:dpenaloza@santa-ana.org)

4. Q. As the need by the City is not guaranteeing a volume of requests and has not provided a schedule of trips to be accommodated, if the vendor is unable to accommodate the trip as requested based on availability, will the request be made of another vendor without penalty or is the vendor expected to accommodate all requests?

*A. We would utilize another vendor if our request could not be met and no penalty would be assessed.*

5. Q. Will the City provide examples of previously applied liquidated damages?

*A. Not at this time.*

6. Q. Given the opportunity cost created by a cancelled trip with short notice, would the city be willing to accept a cancellation fee if the trip was cancelled within 1 business day of the trip (weather exempted)?

*A. This would be open for discussion if the vendor(s) awarded the contract would like to do so.*

7. Q. When would a tentative (ideally firm) trip schedule be available by the awarded contractor for scheduling?

*A. Summer camp is firm at 10 weeks every Thursday with the need for 3 to 4 buses. Additional excursions would have dates at least one month prior.*

8. Q. Does the city intend to award to multiple vendors?

*A. Depending on the proposals received, we may decide to award to multiple vendors.*

PREPARED BY:

EDDIE PERKINS, BUYER

BIDDER ACKNOWLEDGMENT:

ONLINE ACKNOWLEDGMENT REQUIRED VIA PLANETBIDS TO SUBMIT A BID.

IF A BID HAS ALREADY BEEN SUBMITTED, BID WILL BE AUTOMATICALLY INVALIDATED BY THE ONLINE BIDDING SYSTEM AND THE BIDDER WILL BE REQUIRED TO ACKNOWLEDGE ADDENDA, THEN RE-SUBMIT THEIR BID.

#### SANTA ANA CITY COUNCIL

Valerie Amezcua  
Mayor  
[vamezcua@santa-ana.org](mailto:vamezcua@santa-ana.org)

Thai Viet Phan  
Ward 1  
[tphan@santa-ana.org](mailto:tphan@santa-ana.org)

Benjamin Vazquez  
Ward 2  
[bvazquez@santa-ana.org](mailto:bvazquez@santa-ana.org)

Jessie Lopez  
Ward 3  
[jessielopez@santa-ana.org](mailto:jessielopez@santa-ana.org)

Phil Bacerra  
Ward 4  
[pbacerra@santa-ana.org](mailto:pbacerra@santa-ana.org)

Johnathan Ryan Hernandez  
Ward 5  
[jryanhernandez@santa-ana.org](mailto:jryanhernandez@santa-ana.org)

David Penaloza  
Ward 6  
[dpenaloza@santa-ana.org](mailto:dpenaloza@santa-ana.org)

## **EXHIBIT C**

### **CONTRACTOR'S FEE PROPOSAL**

Fee Proposal including hourly rates if applicable



## CITY OF SANTA ANA

### ATTACHMENT A-2

### PROPOSAL PRICING

Please provide pricing for each type of bus and motor coach. Pricing shall be inclusive of all costs;  
NO ADDITIONAL CHARGES.

DESCRIPTION	HOURLY RATE	MINIMUM CHARGE	DAILY RATE
Regular School Bus Sizes: 48/72, 52/78, & 59 passenger w/ 3 pt Seat belts	\$ <u>115.00</u>	\$ <u>575.00</u>	\$ <u>\$1000.00</u>
Regular School Bus Sizes: 48/72, 52/78, & 59 passenger w/ 3 pt Seat belts, Lift Equipped	\$ <u>145.00</u>	\$ <u>725.00</u>	\$ <u>1210.00</u>
<b>CANCELLATION RATES/FEEs</b>			
72 Hour Notice	\$ <u>No Charge</u>		
<b>MISCELLANEOUS CHARGES/FEEs NOT REFLECTED ABOVE</b>			
Description: <u>Mountain Transportation</u>	\$ <u>1100.00 per bus, per trip (max 44 passengers)</u>		
Description: _____	\$ _____		
Description: _____	\$ _____		

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.  
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**









# Contractor Agreement - JFK Transportation - 5.29.25 CAO signed (003)

Final Audit Report

2025-05-30

Created:	2025-05-30
By:	Julie Hoang (jhoang@santa-ana.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOJrsCucVJre7kgDBtvt0Dbalf1-34yjC

## "Contractor Agreement - JFK Transportation - 5.29.25 CAO signed (003)" History

-  Document created by Julie Hoang (jhoang@santa-ana.org)  
2025-05-30 - 0:01:14 AM GMT
-  Document emailed to Kevin Watson (kevin@jfktrans.net) for signature  
2025-05-30 - 0:01:35 AM GMT
-  Email viewed by Kevin Watson (kevin@jfktrans.net)  
2025-05-30 - 0:03:59 AM GMT
-  Document e-signed by Kevin Watson (kevin@jfktrans.net)  
Signature Date: 2025-05-30 - 0:05:02 AM GMT - Time Source: server
-  Document emailed to Hawk Scott (hscott@santa-ana.org) for signature  
2025-05-30 - 0:05:09 AM GMT
-  Email viewed by Hawk Scott (hscott@santa-ana.org)  
2025-05-30 - 0:05:20 AM GMT
-  Document e-signed by Hawk Scott (hscott@santa-ana.org)  
Signature Date: 2025-05-30 - 0:12:18 AM GMT - Time Source: server
-  Agreement completed.  
2025-05-30 - 0:12:18 AM GMT