

**AGREEMENT WITH CREATIVE BUS SALES INCORPORATING
PUBLIC CONTRACT CODE 20118 FOR PURCHASE OF SCHOOL BUSES**

This Agreement ("Agreement") is entered into between the Tahoe Truckee Unified School District ("District") and Creative Bus Sales ("Vendor") (collectively "Parties") in order to incorporate a contract pursuant to Public Contract Code 20118 for school buses ("School Buses") as follows:

RECITALS

WHEREAS, the District wishes to purchase certain School Buses from Vendor in a cost-effective manner;

WHEREAS, the South County Support Services Agency ("Agency") published its notice to bidders for Bid #2122-SC11-01 for an eligible vendor to supply and deliver School Buses through November 3, 2022 ("Agency Notice");

WHEREAS, Vendor submitted a Bid Form to the Agency Notice, which is attached hereto as **Exhibit "A"** and incorporated herein by reference;

WHEREAS, Agency selected Vendor based on Vendor's Bid Form and Agency awarded the Term Contract Award with an effective date of November 3, 2021 to Vendor for the provision of the School Buses at a specified price ("Vendor Agreement"), which award document is attached hereto as **Exhibit "A"** and incorporated herein by reference;

WHEREAS, the Vendor Agreement was extended by the Vendor until November 1, 2024 by execution of an Extension Agreement, dated on or about November 1, 2023, which Extension Agreement is attached hereto with the Vendor Agreement in **Exhibit "A,"** (the Vendor Agreement and the Extension Agreement shall be collectively referred to hereafter as the "Vendor Agreement");

WHEREAS, Section 20118 of the California Public Contract Code provides that, notwithstanding Sections 20111 and 20112, the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize the lease or purchase of personal property directly from a vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to a public corporation or agency under an existing contract between the public corporation or agency and a vendor for the lease or purchase of the personal property;

WHEREAS, the Agency Notice and the Vendor Agreement contain a "piggyback" provision permitting the District to utilize the response to the Agency Notice and Vendor Agreement pursuant to Section 20118 of the California Public Contract Code;

WHEREAS, the District has determined that it is in its best interests to purchase the School Buses from Vendor by piggybacking on the same terms as provided via the Vendor Agreement; and

WHEREAS, Vendor wishes to provide the District with the School Buses pursuant to the Vendor Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This School Buses and sales price are identified in **Exhibit "B"**, which is attached hereto and incorporated herein by reference.
2. This Agreement fully incorporates by this reference the following documents:
 - 2.1. The Notice to Bid, proposal and price list submitted by Vendor to Agency in response to the Agency Notice.
 - 2.2. The Agency Notice, including all of its provisions and documents incorporated therein by reference or operation of law.
 - 2.3. The School Buses and sales price list.
3. To the extent any term or condition of this Agreement is inconsistent with the Agency Notice, the Agency Notice shall control, except for the delivery, payment, venue, or jurisdiction provisions in this Agreement which shall control over all other contradictory provisions.
4. The total not-to-exceed cost for the School Buses shall be two hundred thirty-two thousand, seven hundred thirty-nine and 54/100 Dollars (\$232,739.54) ("Total Cost"), which consists of the cost for the School Buses, taxes and shipping, as identified in **Exhibit "B"**.
5. The District shall pay the Total Cost for the School Buses within thirty (30) days after (1) delivery of School Buses and acceptance by District or (2) of an undisputed invoice from Vendor to the District, whichever is later; and
6. Vendor hereby acknowledges and certifies that the prices indicated herein and in the referenced documents are the prices indicated and/or authorized in the Agency Notice.
7. Vendor shall deliver the School Buses according to a delivery schedule to be agreed to by the Parties.
8. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
9. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire Agreement between the District and Vendor. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
10. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
11. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in Nevada County, California. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the Agency Notice.
12. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Agreement.

13. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the Parties themselves or the attorneys the Parties to this Agreement. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2024

Dated: _____, 2024

Truckee Tahoe Unified School District

Creative Bus Sales

By: _____

By: _____

Print Name: Kerstin Kramer

Print Name: _____

Print Title: Superintendent
Chief Learning Officer

Print Title: _____

Exhibit "A"

Bid Form and Vendor Agreement

NOTICE TO BIDDERS
BID #2122-SC11-01

NOTICE IS HEREBY GIVEN THAT the South County Support Services Agency (hereinafter referred to as "Owner") County of Fresno, State of California, will receive seal bids prior to the date and time stated for the Bid Opening for:

Public Transportation Equipment

As per specification and contract documents which may now be obtained from Owner:

South County Support Services Agency
16644 South Elm Avenue
Caruthers, California 93609

All bids must conform and be responsive to the contract documents. Bid and appropriate documents can be obtained in person at the Business Office between 9:00am and 2:00pm. Monday through Friday or via email by submitting request to accounting@southwestjpa.org

Bids will be sealed and filed in the office of Agency Director:

South County Support Services Agency
16644 South Elm Avenue
Caruthers, California 93609

On October 27, 2021 before 8:00 A.M. on the clock designated by the Owner or its representative as the bid clock. Facsimile (FAX) copies of the bid will not be accepted.

Bids will be opened on October 27, 2021, at South County Support Services Agency 16644 South Elm Avenue, Caruthers, Ca. 93609 at 8:00 A.M., as calculated by the clock designated by the Owner or its representative as the bid clock.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner. If a bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact surety insurance in the State of California during this calendar year), which shall be given as a guarantee that the bidder will enter into a Contract if awarded the Work and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the Contract provided by the Owner after being requested to do so. The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner.

Owner may purchase one or more School Bus(s), vans, vehicles. This is an indefinite quantity bid. All public school districts in all Counties in the State of California may purchase identical items at the same unit price under the terms and conditions of the Contract and pursuant to Public Contract code section 20118, as amended by Chapter 730 of the Statutes of 2008 (A.B. 1967) for 365 days following the date of the award of this Contract. At 5 p.m. PST on that date the ability to piggyback on this Contract shall terminate. However, prior to that original expiration date, and the expiration of any authorized extensions, Owner may extend the term of the Contract in writing. The original term and all extension shall not exceed five years from the Award of the Contract.

The governing Board of Directors of the South County Support Services Agency reserves the right to reject any and all bids received in whole or part, to waive any irregularities in the bids or bidding, and to be the sole judges of suitability of products offered.

Unless otherwise required by law, no bidder may withdraw its bid for a period of 30 days after the date set for the opening thereof or any authorized postponement thereof. The Owner reserves the right to take more than 30 days to make a decision regarding the rejection of bids for the award of the Contract.

SIGNED

Gary Geringer
South County Support Services Agency

Publication Dates:
October 6, 13, 20, 2021

AGREEMENT BETWEEN OWNER AND VENDOR

BID #2122-SC11-01

This Agreement effective November 3, 2021, by and between South County Support Services Agency, Fresno County, California, hereinafter called the "Owner" and Creative Bus Sales, hereinafter called the "Vendor".

WITNESSETH: That the Vendor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE. The Vendor agrees to supply and deliver Pupil Transportation Equipment free from any and all liens and claims, all in strict compliance with the drawings and specifications therefore and other Contract documents relating thereto. Any Pupil Transportation Equipment ordered after the initial order will require only a purchase order from Owner to Vendor, which purchase order shall modify this Agreement.

ARTICLE II. CONTRACT. The Vendor and the Owner agree that the following documents constitute the Contract: Notice to Bidders, Instructions to Bidder's, Bid Form, Bid Bond, Agreement between Owner and Vendor, Drawings, Specifications, addenda issued prior to bid, and other documents referred to in this Agreement. The Contract documents are complementary and each obligation of the Vendor in any one shall be binding as if specified in all.

ARTICLE III. TIME TO DELIVER AND WRITTEN ACCEPTANCE. Time is of the essence in this Contract, and the time of delivery shall be within 120 days after full execution of this Agreement or Owner's forwarding a purchase order for additional Pupil Transportation Equipment to Vendor, whichever is applicable; provided however that delivery shall be deemed completed only upon Owner's written acceptance of the Pupil Transportation Equipment.

If the Vendor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold payment, and to collect the interest thereon, which would otherwise be or become due the Vendor until the liability of the Vendor under this section has been finally determined. If the withheld amount is not sufficient to discharge all liabilities of the Vendor incurred under this Article, the Vendor shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

ARTICLE IV. PAYMENT. The Owner agrees to pay the Vendor in current funds for the performance of the Contract the full amount due within 30 days after the later of the delivery of the Pupil Transportation Equipment, which is not deemed to be completed until Owner accepts the Pupil Transportation Equipment in writing, and Vendor's submission of a satisfactory invoice.

ARTICLE V. TERMINATION. Owner reserves the right to terminate the Contract if Vendor fails to carry out any obligation, term, or condition of the Contract. Owner shall give 10 days written notice to Vendor to cure a default. If Vendor fails to cure within that time period to Owner's satisfaction, Owner may terminate the Contract.

ARTICLE VI. INSPECTION. Pupil Transportation Equipment must conform to the specifications and other Contract documents and may be subject to Owner's inspection and written acceptance.

If another public school district desires to purchase Pupil Transportation Equipment pursuant to Article X of this Agreement, the Vendor shall pay Owner an Agency fee of forty-five hundredths (.45%) for each Pupil Transportation Equipment ordered/purchased.

ARTICLE VII. WARRANTY. Vendor warrants that the Pupil Transportation Equipment will be free from all defects of materials and workmanship and shall be fit and sufficient for the purposes intended. Vendor shall replace defective materials and workmanship at no cost to Owner.

ARTICLE VIII. OPERATIONS AND MAINTENANCE MANUALS. Vendor shall provide Owner with operations and maintenance manuals with delivery of Pupil Transportation Equipment to Owner.

ARTICLE IX. INDEMNIFICATION AND RISK OF LOSS. The Vendor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property resulting from or arising out of or in any way connected with the performance by the Vendor of the Contract or for any infringement of any patent rights, copyright or trademark of any person or persons in consequence of the use by Owner of the Pupil Transportation Equipment provided pursuant to the Contract and reimburse the Owner for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against Owner arising out of the performance by the Vendor of the Contract. This indemnification shall be in addition to any other indemnification provisions contained in the Contract.

Ownership and risk of loss of the Pupil Transportation Equipment shall not transfer to Owner until Owner has paid the full price for the Pupil Transportation Equipment and received in return signed and executed DMV documentation. Until transfer of ownership occurs, Vendor shall maintain sufficient liability insurance to insure against loss, damage, destruction, injury or death that may result while the Pupil Transportation Equipment is, among other things, being manufactured, transported, delivered, inspected and accepted. Ownership and risk of loss do not transfer to Owner if the Pupil Transportation Equipment is delivered pursuant to Article VI and Article X, and Vendor shall maintain sufficient liability insurance to insure against loss, damage, destruction, injury or death that may result removed by Vendor or the other public school district from South County Support Services Agency.

ARTICLE X. PIGGYBACK CLAUSE.

A. All public school districts in all Counties in the State of California ("Other Agency (ies)") may lease or purchase Pupil Transportation Equipment at the same price under the terms and conditions of this Contract and Public Contract Code section 20118, as amended by Chapter 730 of the Statutes of 2006 ("A.B. 1967") for 365 days following the date of the award of this Contract. Vendor shall promptly inform Owner in writing of all agreements by contract, lease, requisition, or purchase order for leases purchases authorized by Other Agencies under the terms and conditions of this Contract and Public Contract Code section 20118, as amended by A.B. 1976. Vendor shall provide for final delivery of Pupil Transportation Equipment to Other Agency and shall ensure that Pupil Transportation Equipment is accepted. Owner maintains the right to cancel the provisions of Article X at any time without cause.

B. All documents, warrants or checks shall be delivered to the successful bidder.

C. Contract prices and terms for piggyback purposes remain firm for 365 days following the date of award of this Contract. At 5 p.m. PST on that date the ability to piggyback on this Contract shall terminate. However, prior to that original expiration date, and the expiration of any authorized extensions, Owner may extend the term of the Contract in writing. The original term and all extensions shall not exceed five years from the date of the award of this Contract.

D. Owner makes no representation that the use of this Contract by any Other Agency is, in fact authorized by law. Vendor and Other Agency should seek their own independent legal determination as to the lawfulness of this Contract.

ARTICLE XI. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Vendor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XII. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIII. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XIV. BINDING EFFECT. Vendor, by execution of Agreement, acknowledges that Vendor has read this Agreement and the other Contract documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Vendor and the Owner and their respective successors and assigns.

ARTICLE XV. SEVERABILITY. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

ARTICLE XVI. AMENDMENTS. The term of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by Owner's Board.

ARTICLE XVII. ASSIGNMENT OF CONTRACT. The Vendor shall not assign or transfer by operation of law or otherwise any or all of its right, burdens, duties or obligations without the prior written consent of the Owner.

ARTICLE XVIII. SAFETY REGULATIONS. Pupil Transportation Equipment shall comply with all applicable safety ordinances, regulations, and statutes.

ARTICLE XIX. LAW AND VENUE. The Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state court located in Fresno County, California.

ARTICLE XX. WRITTEN NOTICE. Witten notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an office of the corporation for whom it was intended, or if delivered at or sent by registered or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XXI. NO WAIVER. No action of failure to act by the Owner shall constitute a waiver of a right or duty afforded it under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing.

Vendor:

Creative Bus Sales

14740 Ramona Ave.

Chino, CA 91710



Signature

Marcus Hoffman
Signed by

Owner:

South County Support Services Agency

16644 S. Elm Ave.

Caruthers, CA 93609



Signature

Gary Geringer
Signed by

NOTE: Vendor must give the full business address of the Vendor and sign with Vendor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president, or any vice president, and then followed by a second signature by the secretary, assistant secretary, and the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

*** Proof of Publication ***

The Sentinel
SM California News Media Inc.
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Phone 559-582-0471 <+1-559-582-0471>
billing@hanfordsentinel.com

SOUTHWEST TRANSPORTATION AGENC
16644 SOUTH ELM AVENUE
CARUTHERS CA 93609
USA

ORDER NUMBER 48328

Publication- The Hanford Sentinel

State of California

County of Kings

I am a citizen of the United States and a resident of the county foresaid; I am over the age of eighteen years, and not a part to or interested in the above entitled matter, I am the principal clerk of The Hanford Sentinel, a newspaper of general circulation, printed and published daily in the city of Hanford, County of Kings, and which newspaper has been adjudged a newspaper of general circulation by the superior court of the County of Kings, State of California, under the date of October 23, 1951, case number 11623.

That I know from my own personal knowledge the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspapers and not in any supplement thereof on the following dates, to wit:

Section: Legals
Category: 201 Public Notices
PUBLISHED ON: 10/06/2021 10/13/2021 10/20/2021

TOTAL AD COST: 701.85
FILED ON: 10/20/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Kings County, California

This Day 20th of October, 2021

Signature *[Handwritten Signature]*

RECEIVED OCT 22 2021

Ad text : AD# 48328

NOTICE TO BIDDERS
BID #2122-SC11-01

NOTICE IS HEREBY GIVEN THAT the South County Support Services Agency (hereinafter referred to as "Owner") County of Fresno, State of California, will receive seal bids prior to the date and time stated for the Bid Opening for:

Public Transportation Equipment

As per specification and contract documents which may now be obtained from Owner:

South County Support Services Agency
16644 South Elm Avenue
Caruthers, California 93609

All bids must conform and be responsive to the contract documents. Bid and appropriate documents can be obtained in person at the Business Office between 9:00 A.M. and 2:00 P.M. Monday through Friday or via email by submitting request to:

accounting@southwestjpa.org

Bids will be sealed and filed in the office of Agency Director:
South County Support Services Agency
16644 South Elm Avenue
Caruthers, California 93609

On October 27, 2021 before 8:00 A.M. on the clock designated by the Owner or its representative as the bid clock. Facsimile (FAX) copies of the bids will not be accepted.

Bids will be opened on October 27, 2021, at South County Support Services Agency 16644 South Elm Avenue, Caruthers, Ca. 93609 at 8:00 A.M., as calculated by the clock designated by the Owner or its representative as the bid clock.

Bids must be accompanied by a bidders bond, cashiers check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner. If a bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact surety insurance in the State of California during this calendar year), which shall be given as a guarantee that the bidder will enter into a Contract if awarded the Work and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the Contract provided by the Owner after being requested to do so. The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A"- as rated by A.M. Best Company, or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner.

Owner may purchase one or more school bus(es), vans, vehicles. This is an indefinite quantity bid. All public school districts in all Counties in the State of California may purchase identical items at the same unit price under the terms and conditions of the Contract and pursuant to Public Contract Code Section 20118, as amended by Chapter 730 of the Statutes of 2008 (A.B. 1967) for 365 days following the date of the award of this Contract. At 5 P.M. PST on that date the ability to piggyback on this Contract shall terminate. However, prior

RECEIVED OCT 22 2021

to that original expiration date, and the expiration of any authorized extensions, Owner may extend the term of the Contract in writing. The original term and all extension shall not exceed five years from the Award of the Contract.

The governing Board of Directors of the South County Support Services Agency reserves the right to reject any and all bids received in whole or part, to waive any irregularities in the bids or bidding, and to be the sole judges of suitability of products offered.

Unless otherwise required by law, no bidder may withdraw its bid for a period of 30 days after the date set for the opening thereof or any authorized postponement thereof. The Owner reserves the right to take more than 30 days to make a decision regarding the rejection of bids of the Award of the Contract.

SIGNED

Gary Geringer
South County Support Services Agency
Publication Dates: October 6, 13, 20, 2021



Bond No. Bid

KNOW ALL MEN BY THESE PRESENTS, that we, Creative Bus Sales, Inc.

as principal, and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation existing under the laws of the State of Ohio, having its Administrative Office at 301 E. Fourth Street, Cincinnati, Ohio 45202, as surety, are held and firmly bound unto South County Support Services Agency

as obligee, in the penal sum of One Hundred Sixty-One Thousand Two Hundred Fourteen and 80/100's

Dollars (\$161,214.80), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors and assigns, Jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 19th day of October, 2021.

WHEREAS, the said principal Creative Bus Sales, Inc.

herewith submitting a proposal for BID # 2122-SC11-01

NOW, THEREFORE, the condition of this obligation is such that, if the said principal shall be awarded the said contract, and shall within Sixty (60) days after receiving notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void otherwise the principal and surety will pay unto the obligee the difference in money between the amount of the principal's bid and the amount for which the obligee may legally contract with another party to perform the work, if the latter amount be in excess of the former; but in no event shall the liability hereunder exceed the penal sum hereof.

Creative Bus Sales, Inc.

[Signature]
Principal

GREAT AMERICAN INSURANCE COMPANY

By: [Signature]
James E. Hurst, Jr., Attorney-in-Fact



Surety Bond Seal Addendum

Great American Insurance Company of New York

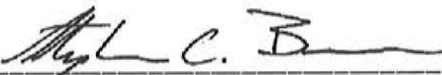
During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company of New York ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company of New York



By 

Stephen C. Beraha, Assistant Vice President

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14926

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MATTHEW F. SCHAFNITZ	ALL OF	ALL
JAMES E. HURST, JR.	LAGUNA NIGUEL,	\$100,000,000.00
VICTORIA M. RIEDL	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **2ND** day of **APRIL**, 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Matthew C. B...

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **2ND** day of **APRIL**, 2020, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **19th** day of **October**, 2021



Matthew C. B...

Assistant Secretary

State of California

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, MARCH FONG EU, *Secretary of State of the State of California*, hereby certify:

That on the 4TH day of January, 19 90,

CREATIVE BUS SALES, INC.

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this
19th day of January, 1990

March Fong Eu

Secretary of State

1650311

ARTICLES OF INCORPORATION
OF
CREATIVE BUS SALES, INC.

FILED B1
In the office of the Secretary of State
of the State of California

JAN 4 1990

March Fong Eu
MARCH FONG EU, Secretary of State

FIRST: That the name of the corporation is:

CREATIVE BUS SALES, INC.


SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code. The specific purpose of this corporation is to engage in the selling, leasing and servicing of buses and motor coaches.

THIRD: The name of this corporation's initial agent for service of process in the State of California is:

C T Corporation System

FOURTH: This corporation is authorized to issue only one class or shares of stock; and the total number of shares which this corporation is authorized to issue is One Thousand (1,000) shares without par value.

IN WITNESS WHEREOF, the undersigned has executed these Articles this 29th day of December, 1989.


Richard D. Bird, Incorporator

A0574792

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FILED
In the Office of the Secretary of State
of the State of California

JAN 01 2002 RCS

Bill Jones
BILL JONES, Secretary of State

CERTIFICATE OF OWNERSHIP
AM ACQUISITION CORPORATION

Anthony Matijevich, Jr. and Victoria E. Matijevich certify that:

1. They are the duly elected and acting President and Secretary, respectively, of AM ACQUISITION CORPORATION, a California corporation (this "Corporation").

2. This Corporation owns all of the outstanding shares of CREATIVE BUS SALES, INC., a California corporation (the "Subsidiary").

3. The board of directors of this Corporation duly adopted and approved the following resolution:

RESOLVED, that this Corporation merge with and into the Subsidiary (with this Corporation as the disappearing corporation and the Subsidiary as the surviving corporation), and that the Subsidiary assume all remaining obligations of this Corporation pursuant to Section 1110 of the California General Corporation Law.

4. The merger of this Corporation with and into the Subsidiary is to be effective as of January 1, 2002.

5. The outstanding shares of this Corporation shall be converted pro rata into shares of the Subsidiary.

6. The board of directors of the Subsidiary has duly adopted and approved the merger of this Corporation with an into the Subsidiary pursuant to a plan of merger.

They further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Date: December 6, 2001

Anthony Matijevich, Jr.
Anthony Matijevich, Jr., President

Date: December 6, 2001

Victoria E. Matijevich
Victoria E. Matijevich, Secretary



I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 20 2011

Date: _____ *AB*

Debra Bowen
DEBRA BOWEN, Secretary of State



Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980

Certificate of Authority

South County Support Services Agency

Re: Bid 2122-SC-11-01

To Whom It May Concern,

I, individually and on behalf of Creative Bus Sales, do by my signature below, certify that:

Creative Bus Sales is a corporation duly organized and existing under laws of California; I am the president, and officer of Creative Bus Sales, authorized to sign on it's behalf, and Marcus Hoffman, Bid Manager, is an officer of Creative Bus Sales authorized to make, execute and approve, on behalf of this Company, any and all contracts, or amendments thereof, entered into by and between Creative Bus Sales and South County Support Services Agency.

In witness whereof, I hereby set my hand this 25th day of October, 2021.

Tony Matijevec | President

Creative Bus Sales, Inc.

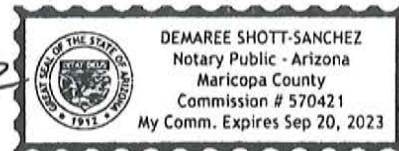
909.465.5528

TonyM@CreativeBusSales.com

Executed on the 25 day of October 2021

Notary Signature: Demaree Shott-Sanchez

Commission Expires: Sep 20, 2023



BID FORM

BID # 2122-SC-11-01

DATE: October 25, 2021

SOUTH COUNTY SUPPORT SERVICES AGENCY

WE RESPECTFULLY SUBMIT FOR YOUR CONSIDERATION OUR BID TO SUPPLY AND DELIVER PUPIL TRANSPORTATION EQUIPMENT AS FOLLOWS:

CHASSIS:	<u>IC Bus</u>	MODEL:	<u>CE2308</u>
MAKE:	<u>IC Bus</u>	YEAR OF MANUFACTURE:	<u>2020 or newer</u>
WHEELBASE:	<u>193" WB</u>	ENGINE:	<u>Power Solutions Int</u> HP: <u>265 HP</u>
BODY MAKE	<u>IC Bus</u>	MODEL:	<u>CE2308</u> CAPACITY: <u>35 passengers</u>
TRANSMISSION:	<u>Automatic</u>		<u>35</u> AMBULATORY <u>0</u> WHEELCHAIR

CASH PURCHASE PRICE:	\$	<u>141,500.00</u>
STATE SALES TAX:	\$	<u>9,709.56 (7.975%)</u>
2007 CA TIRE TAX:	\$	<u>10.50</u>
TOTAL BID:	\$	<u>151,220.06</u>
Escalator for each subsequent year: [Owner to fill in]		<u>Up to 5%</u>

I/WE HAVE EXAMINED THE DETAILED MINIMUM SPECIFICATIONS AND GUARANTEE THIS BID TO BE IN ACCORDANCE THEREWITH. THE ABOVE PRICE INCLUDES ALL DEALER PREP, PRE-DELIVERY SERVICE, NECESSARY LETTERING, F.O.B. DELIVERY, AND DOCUMENTATION FEE.

If written Notice of Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of Agreement present in the Contract documents in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Creative Bus Sales, 14740 Ramona Ave, Chino Ca 91710

O: 909.465.5528; F: 909.465.5529; jasonh@creativebussales.com

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name Marcus Hoffman
Title Bid Manager
Name of Company Creative Bus Sales, Inc.
Business Address 14740 Ramona Avenue, Chino, CA 91710
Telephone Number (800) 326-2877
State of Incorporation, if Applicable California

(x) Evidence of authority to bind corporation is attached.

Dated: October 25th, 2021

Signed [Signature]

Additional Signature Lines if Applicable:

Print or Type Name Victoria Matijevich
Title Secretary

Name of Company Creative Bus Sales, Inc.
Business Address 14740 Ramona Avenue, Chino, CA 91710
Telephone Number (800) 326-2877

Dated: October 25th, 2021

Signed [Signature]

SPECIFICATIONS

Bid # 2122-SC11-01(C)

School Bus Bid

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of manufacture. Additionally, the South County Support Service Agency (SCSSA) is requiring the following supplementary specifications. Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided. Equivalency of any exceptions to the items requested will be solely at the discretion of the SCSSA.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. SCSSA will not accept a bus that is not prepared for inspection and certification.

Vehicle shall be delivered within 180 days from the date of order, F.O.B. Destination to SCSSA.

Minimum Specifications Required	Specifications furnished
<p>New school bus capable of transporting up to 35 passengers in a proper and safe manner.</p> <p>Acceptable manufacturers include Blue Bird, IC Corp and Thomas Built.</p> <p>Bidder must be a valid franchised dealer in the State of California for the unit(s) bid.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: 2020 or newer</p> <p>Manufacturer: IC Bus</p> <p>Model: CE</p> <p>Capacity: 35 Passenger variable three wheelchair positions</p>
<p>Vehicle Dimensions</p> <p>G.V.W.R.: Up to 27,500 lbs.</p> <p>Wheelbase: Up to 199"</p> <p>Maximum overall length: Up to 30'</p> <p>Maximum overall width: 8'</p> <p>Maximum overall height: 11'</p> <p>Minimum headroom: 77"</p>	<p>G.V.W.R.: 25,500 lbs.</p> <p>Wheelbase: 193"</p> <p>Overall length: 30'</p> <p>Overall width: 8'</p> <p>Overall height: 11'</p> <p>Headroom: 78"</p>

Chassis Specifications

Item	Minimum Specifications Required	Specifications furnished
Accelerator Controls	Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral.	Comply
Air Cleaner	Shall be a single-stage air cleaner, with replacement element. Shall be mounted with in the body and accessed by a door. Air restriction indicator to show when the element needs to be changed.	Comply
Alternator	Shall be 12-volt of not less than 320 amps and provide at least 50% of the rated charge at engine idle.	Comply
Axle, Front	Shall be heavy-duty "I" beam design. Minimum 10,000 lb. axle capacity with greaseable tie rod ends.	Comply
Axle, Rear	Shall be a full-floating type and have a minimum gross weight capacity of 17,500 lbs.	Comply
Batteries	Shall be a minimum of three 12-volt Group 31 batteries. Provide a battery cut-off switch located inside the battery compartment and a lock for the battery box door.	Comply
Brakes	Service brakes shall be air disc brakes with antilock brake system and electronic stability control. Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of three air reservoirs. Air reservoir drain valves shall be manually operated and be located within the driver's compartment. Parking brake shall be spring type with dash-mounted control valve. Bendix AD-IP air dryer.	Comply
Cooling System	Radiator to be heavy-duty construction with serpentine fins. Radiator to be mounted on shock absorbing cushions for easy service and extended life. Constant-torque clamps on all radiator hoses.	Comply
Collision Mitigation System	Bendix Wingman Advanced active and automatic systems that integrate radar and brakes to mitigate collisions.	Comply
Cruise Control	Electronic cruise control	Comply
Design	Conventional-style bus with front-mounted engine. Body and chassis shall be manufactured and warranted by the same manufacturer.	Comply

Item	Minimum Specifications Required	Specifications furnished
Drive Line	Driveline is booted and has a permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps. Guard to prevent damage to under carriage of bus in the event of failure.	Comply
Electrical	System shall be 12-volt with negative ground. All chassis circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex wiring system.	Comply
Engine	Power Solutions International 8.8L V-8 gasoline engine with 265 HP and 548 lb. ft. torque.	Comply
Frame	All welded and bolted construction. The main frame shall be a continuous section from the front of the vehicle to aft of the rear axle. Frame rails shall not be notched, tapered, or cutout to provide clearance for engine or stepwell installation.	Comply
Fuel System	60-gallon fuel tank and fuel filler door with lock.	Comply
Instrument Panel	Instrument panel shall include: <ul style="list-style-type: none"> • Speedometer/7-digit odometer • Tachometer/Hour meter • Oil pressure gauge • Water temperature gauge • Fuel gauge • Dual air-pressure gauge • Combination directional signal/headlight dimmer switch on steering column. • Hazard warning switch • Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure. 	Comply
Rust proofing	All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting.	Comply
Shock Absorbers	Heavy-duty direct acting double-action piston type; two 2 front and two 2 rear.	Comply

Item	Minimum Specifications Required	Specifications furnished
Suspension, Front and Rear	Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 10,000 lbs. Rear air suspension with a minimum capacity of 17,500 lbs.	Comply
Steering	Integral full power with a tilt steering column and padded wheel.	Comply
Tires	Single front and dual rear low-profile 16-ply radial tubeless tires.	Comply
Transmission	Allison Pupil Transportation Series automatic transmission with five or six forward speeds. The transmission shall have a capacity rating compatible with the power output of the engine furnished.	Comply
Wheels	Six 8.25" x 22.5" disc hub-piloted wheels. All wheels to be interchangeable.	Comply
Wiring	All chassis wiring to be color-coded and numbered and shall be routed through convoluted tubing for protection.	Comply

Body Specifications

Item	Minimum Specifications Required	Specifications furnished
Aisle	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches.	Comply
Assist Rail	There shall be two stainless steel assist rails at the entrance door, one mounted forward and one aft.	Comply
Back-up Alarm	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 107 db in accordance with SAE-J-994b.	Comply
Bumper, Front and Rear	Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high.	Comply
Color	Exterior: Shall be National School Bus Chrome Yellow. Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.	Comply

Item	Minimum Specifications Required	Specifications furnished
	<p>Wheels shall be painted or powder-coated National School Bus Chrome Yellow on both sides.</p> <p>Entrance door painted yellow.</p> <p>Roof shall be painted white.</p>	
Construction	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded.</p>	Comply
CSAS	Install CA Title 13 compliant Child Safety Alert System	Comply
Defrosters	<p>Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.</p>	Comply
Doors	<p>The service door shall be an air- or electric-operated outward opening, two-panel door.</p> <p>The entrance door shall include a vandal lock with a grip handle mounted for convenient door opening.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" pads located above the door opening.</p>	Comply
Electrical	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with an auxiliary power outlet.</p>	Comply
Emergency Exits	<p>Emergency Door: There shall be one emergency door located on the rear of the bus and one on the left side. There shall be a device installed on the top of the emergency doors that will automatically hold the doors in the open position during emergencies and evacuation drills.</p> <p>Emergency doors shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency doors shall be equipped with a vandal lock with starter interlock.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
	Roof Hatch: One roof hatch; combination ventilation and emergency exit shall be provided. Hatch shall not be equipped with warning buzzer. One inch of reflective material shall extend around the perimeter of the roof hatch.	
Exterior Paneling	The roof and side panels shall be 20-gauge, zinc-coated steel. The panels shall be primed on both sides before assembly.	Comply
Fenderettes	The rear wheel openings shall be equipped with rubber fenderettes that extend from the body side approximately three inches.	Comply
Fire Extinguisher	Each bus shall be equipped with two dry-type chemical fire extinguishers.	Comply
First Aid Kit & Other Safety Equipment	Bus shall be equipped with a 24-unit first aid kit, a set of triangle flares and a hand held stop sign and vinyl pouch.	Comply
Floor Covering and Sub-floor	Floor covering shall be heavy-duty rubber or vinyl. The sub-floor shall be water resistant exterior-grade 5/8" thickness plywood.	Comply
Guard Rails	Minimum of four guard rails to be supplied and located below windows, seat cushion level, at floor level and at bottom of skirt	Comply
Heater & Defrosters	All heaters shall be of the copper coil design type with aluminum fins. The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall have a minimum rating of 30,000 BTU's and be located toward the rear area of the passenger compartment. All heater hose connections shall be maintained with constant-torque clamps.	Comply
Horns	Dual electric horns shall be provided.	Comply
Identification	The bus shall be lettered and numbered in accordance with all applicable federal and state requirements. One 6" X 9" certificate holder installed on the front bulkhead area.	Comply
Instruments Gauges & Switches	The chassis instruments and gauges shall be located within easy view of the seated driver.	Comply
Insulation	Ceiling, sides, roof bows and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier.	Comply
Interior	All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints.	Comply

Item	Minimum Specifications Required	Specifications furnished
	Interior headroom shall be a minimum 77".	
Lamps & Signals	<p>All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include:</p> <ul style="list-style-type: none"> • Headlights: Single sealed beam halogen lights with daytime running lights • Cluster (LED): Three amber front and three red rear • Marker (LED): Two amber front and two amber rear. • Stop (LED): One red right rear and one red left rear. • Tail (LED): One red right rear and one red left rear. • Back up Lamps (LED): Two clear lenses • Stepwell (LED) One minimum operating with entrance door open. • Dome (LED) Lights mounted over seats. Switch wired to battery. • Driver's (LED) Dome light mounted over driver's seat and operated with separate switch. • Directional Front: Chassis standard. • Directional Side lights: two amber LED lights. • Directional Rear (LED): One amber right and one amber left. • Strobe light with amber-colored pilot light on dash • Fog lights mounted in or below bumper • License plate light with metal housing. • Reflectors: Three on each side of bus, two on rear school bus. • Stop Arm: Electric stop sign mounted rear. • Warning Lights: LED eight-light warning system, four amber and four red alternately flashing warning lights. Warning lights shall be equipped with black hoods. 	Comply
Compartments	The driver's area shall have a locking storage compartment.	Comply
Manuals	An operator's manual shall be furnished.	Comply
Mirrors	<p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Exterior rear-view mirror assemblies heated and operated remotely from the driver's compartment. Cross view mirrors shall be heated.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
Mud Flaps	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply
Noise Suppression Switch	Bus shall be equipped with a switch to temporarily disable noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
Radio	Radio shall be AM/FM/USB with antenna, four premium interior speakers and microphone.	Comply
Seats and Barriers	<p>Passenger Seats: Bus shall accommodate up to 35 passengers in flexible-capacity seats with three-point passenger restraints. Upholstery to be 42 oz. vinyl.</p> <p>Barriers: 45" high barriers with upholstery to match seats.</p> <p>Driver's seat: Air operated with adjustable seat back and a right side arm rest.</p> <p>Driver's seat belt: Shall be a three-point belt with height adjustment.</p>	Comply
Special needs equipment	<p>Lift door.</p> <p>1,000 lb. capacity wheelchair lift with padded lift cover.</p> <p>Fire extinguisher mounted in lift area.</p> <p>Floor and shoulder track to accommodate three wheelchair positions (seats mounted into track). Restraints shall be seven-point retractable tiedowns with mesh storage pouch.</p> <p>Air-conditioning system with dual 13 CID compressors, dual skirt-mounted condensers and three evaporators with approximately 110K BTUs. Evaporators are front and rear in-wall mounts plus driver's dash.</p>	Comply
Stepwell	<p>Three-step entrance covered with pebble-tread rubber with white nosing.</p> <p>A stepwell guard to protect the underside of the steps from road hazards shall be provided.</p>	Comply
Sun Visor	Visor to be 6" x 30" opaque acrylic and fully adjustable.	Comply
Switch Panel	Shall be mounted to the left of the driver with rocker switches for the electrical components.	Comply
Tow hooks	Two hooks shall be provided at the front and rear of the vehicle.	Comply

Item	Minimum Specifications Required	Specifications furnished
Ventilation	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided.	Comply
Warranty	A copy of the manufacturer's standard school bus warranty shall be enclosed with and become a part of bid.	Comply
Windows	Two-piece passenger side windows with safety tempered and tinted glass.	Comply
Windshield	The windshield area and window posts shall be painted glare-resistant, flat black.	Comply
Windshield Washer	Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel.	Comply
Windshield Wipers	Bus to be equipped with two electrically operated, wet arm type, bottom-mounted wipers. Wipers are to be variable speed with intermittent function. Access to wiper motors through exterior panels.	Comply

Approved Optional Items

Ref. #	Item	Price
1.	Charge-depleting hybrid electric motor/controller drive system	\$107,800
2.	Charge-sustaining type hybrid drive system	\$63,800
3.	Change to full battery-electric drive system up to 125kWh battery	\$210,000
4.	Change to full battery-electric drive system up to 225kWh battery	\$275,000
5.	Change to full battery-electric drive system 300kWh battery or greater	\$305,000
6.	Change to LPG drive train and fuel storage system	\$13,750
7.	Change to CNG drive train and fuel storage system	\$41,800
8.	Dual fuel fills for CNG	\$2,250
9.	Change to I-6 diesel engine with 200 or greater HP	\$4,750
10.	Change to I-6 diesel engine with 240 or greater HP	\$6,075
11.	Add block heater	\$350
12.	Decrease wheelbase to 170" or less	(\$1,000)
13.	Increase wheelbase to 201" through 220"	\$1,750
14.	Increase wheelbase to 221" through 240"	\$3,500
15.	Increase wheelbase to 241" through 260"	\$5,000
16.	Increase wheelbase to over 261"	\$6,600
17.	Fire suppression system	\$5,300
18.	Non-Euro style mirrors	\$2,200
19.	Change to 800-lb. capacity wheelchair lift	(\$400)
20.	Under floor wheelchair lift	(\$14,000)
21.	Change to hydraulic brakes	(\$550)
22.	Change to air drum brakes	(\$2,000)
23.	Add Bendix Wingman Fusion collision mitigation system	\$4,000
24.	Remove Bendix Wingman collision mitigation system	(\$2,000)

Ref. #	Item	Price
25.	Remove air drains from drivers' area	(\$350)
26.	Install drain valves in compartment in curb side of bus	\$600
27.	Increase capacity of axles/suspensions/GVWR	\$3,050
28.	Decrease capacity of axles/suspensions/GVWR	(\$800)
29.	Add telescoping steering wheel	\$400
30.	Reduce Group 31 battery quantity to two	(\$100)
31.	Change to two 8-D batteries	\$650
32.	Change to activity bus	\$450
33.	Upgrade to adjustable pedals	\$950
34.	Add exhaust brake	\$250
35.	Add compression brake	\$2,050
36.	Remove strobe light	(\$100)
37.	Remove fog lights	(\$250)
38.	Remove acoustic-type perforated headliner	No Charge
39.	Extend manufacturer's body warranty (price per year)	\$1,200
40.	Extend manufacturer's chassis warranty (price per year)	\$1,500
41.	Extend engine and engine electronics warranty (price per year)	\$1,750
42.	Extend manufacturer's transmission warranty (price per year)	\$600
43.	Extend standard towing warranty	\$550/year
44.	Upgrade to electro-magnetic retarder	\$12,500
45.	Upgrade to Allison PTS3000 transmission	\$5,400
46.	Add Allison Transmission retarder	\$6,400
47.	Add hand-control for transmission retarder	\$2,000
48.	Reduce alternator amps	(\$800)

Ref. #	Item	Price
49.	Add or remove passenger seat	\$550
50.	Change to activity seat (per seat)	\$1,250/seat
51.	Add or remove barrier	\$150
52.	Add or remove track and track mountings per passenger seat	\$275
53.	Add integrated child seat (ICS) per seat	\$375
54.	Add ISO Latch to passenger seat (per seat)	\$80
55.	Add interior luggage racks (each side)	\$1,350
56.	Add exterior luggage compartment	\$1,050
57.	Change wheel color to black, silver or white	\$500
58.	Upgrade to aluminum wheels (each)	\$650
59.	Decrease fuel tank size	(\$200)
60.	Increase fuel tank size	\$950
61.	Add automatic tire chains	\$4,250
62.	Change to mechanically operated driver's seat	(\$150)
63.	Add heater to driver's seat	\$150
64.	Remove remote operation on mirrors	(\$200)
65.	Remove heated mirrors	(\$30)
66.	Remove LED eight light warning system	(\$550)
67.	Upgrade to LED stop arm	\$450
68.	Remove LED lights	(\$300)
69.	Remove wheelchair lift door, lights, buzzer and interlocks	(\$1,800)
70.	Remove wheelchair lift, pad and fire extinguisher	(\$2,800)
71.	Add or remove wheelchair station	\$950
72.	Add wheelchair evacuation ramp	\$700

Ref. #	Item	Price
73.	Upgrade to 112 DB. back-up alarm	\$65
74.	Add severe-duty package	\$500
75.	Add camera system with two HD camera heads	\$2,500
76.	Additional HD camera heads for camera system (per head)	\$550
77.	Add 360-degree view camera system	\$2,500
78.	Backup camera with monitor in mirror	\$1,600
79.	Back-up sensors mounted in rear bumper	\$500
80.	Remove child safety alert system	(\$200)
81.	DVD Player with flip-down monitors	\$4,650
82.	Change tire size to 11R22.5 (quantity six)	\$750
83.	Change tire brand to Goodyear or Michelin	\$950
84.	Add spare wheel	\$275
85.	Add spare tire	\$450
86.	Remove specified A/C system	(\$7,500)
87.	80,000 BTU air-conditioning system	\$6,500
88.	130,000 BTU air-conditioning system	\$14,900
89.	150,000 BTU air-conditioning system	\$20,250
90.	Upgrade to rooftop condenser	\$1,750
91.	Upgrade to 15 CID compressor	\$450
92.	Transit compressor for air-conditioning system	\$3,500
93.	Add 6" defog fan	\$125
94.	Remove side emergency door	\$400
95.	Change to spring suspension	(\$860)
96.	Add or remove roof hatch	\$350

Ref. #	Item	Price
97.	Add front-mounted stop sign	\$400
98.	Add pre-trip inspection system	\$1,650
99.	Install pre-trip inspection system	\$1,650
100.	Add GPS/fleet management tracking system	\$1,850
101.	Add engine diagnostic software	\$2,200
102.	Add diagnostic, storage, data retrieval device	\$1,750
103.	Add connector cables	\$1,350
104.	Add portable diagnostic device	\$2,500
105.	Add passenger heater	\$400
106.	Add air-operated horn	\$500
107.	Key similar locks alike	\$300
108.	Key ignitions alike	\$300
109.	Add on-board WiFi	\$1,050
110.	Add USB charging port at passenger seat (price per port)	\$250
111.	Add cost plus 5% for items not listed	Comply

November 3, 2021

RE: South County Support Services Agency Bid #2122-SC11-01

FROM: Gary Geringer, Agency Director 

SUBJECT: Award Bid #2122-SC11-01

Bid for public transportation equipment, Bid#2122-SC11-01 were opened at 8:00 AM on October 27, 2021 at the published location of 16644 S. Elm Avenue, Caruthers, CA 93609.

Creative Bus Sales submitted a bid and no other responses were received. Creative Bus Sales bid was complete and met all bid requirements.

The South County Support Services Agency Board of Directors, at their November 3, 2021 regular board meeting awarded Bid 2122-SC11-01 to Creative Bus Sales.

NOTICE OF AWARD OF CONTRACT

November 3, 2021

Marcus Hoffman, Bid Manager
Creative Bus Sales, Inc.
14740 Ramona Avenue
Chino, CA 91710

RE: BID 32122-SC11-01

Notice is hereby given that South County Support Services Agency is awarding Bid #2122-SC11-01 to Creative Bus Sales, Inc. We look forward to working with Creative Bus Sales, Inc. If you should have any questions, you may contact me at the telephone number or email listed below:

Gary Geringer, Agency Director
South County Support Services Agency
16644 S. Elm Avenue
Caruthers, CA 93609
Phone No.: (559) 644-1019
Email: ggeringer@southwestjpa.org

Sincerely,



Gary Geringer, Agency Director

SOUTH COUNTY SUPPORT SERVICES AGENCY

MINUTES BOARD OF DIRECTORS Regular Meeting November 3, 2021

PRELIMINARY...

The Regular Meeting of the Board of Directors was called to order by Orin Hirschhorn at 8:35 A.M.

ATTENDANCE...

Orin Hirschhorn, President
Jeff Percell, Vice President (Arrived 8:38 A.M.)
Mike Iribarren, Member
Lupe Nieves, Member
Reatha Martinez, Member
Dan Conway, Member (Arrived 8:38 A.M.)
Valori Gallaher, Member
Gary Geringer, Agency, Director
Maricela Ordoñez, Director of Finance
Lynn Hill, Administrative Assistant
Shelly Thomas, Director of Transportation

PUBLIC PRESENTATION

None

1. CONSENT ITEMS

1.1 THRU 1.4 CONSENT ITEMS

Motion to approve the consent items of the Regular Meeting of the Board of Directors.

MSC: Mike Iribarren, Valori Gallaher

Yes: 5 No: 0

2. DISCUSSION ITEMS

2.1 IT Update:

IT Department has set up and distributed new Apple laptops for staff at Alvina and Alpaugh. Raisin City camera installation is just about finished. Replacement of older dome cameras at Caruthers with newer technology has begun. Dennis has completed a network upgrade for Monroe and is working with IT department at Fresno County Superintendent of Schools so they can complete their part. Greg is still waiting to hear back from Waukena Unified Superintendent to reschedule regarding the possibility of using South County for IT support next year.

2.2 BID #2122-SC11-01 – School buses and other public transportation equipment.

3. ACTION ITEMS

3.1 Bid #2122-SC11-01 – School buses and other public transportation equipment.

Motion for the Board of Directors of South County Support Services Agency to award Bid #2122-SC11-01 for purchases of school buses and other public transportation equipment to Creative Bus Sales.

MSC: Lupe Nieves, Jeff Percell

Yes: 5 No: 0

4. MISCELLANEOUS ITEMS

No Items.

5. ITEMS FROM THE BOARD MEMBERS

No Items.

6. FUTURE AGENDA ITEMS

2021/2022 Budget – First Interim.

Annual Reorganization Meeting scheduled for Wednesday, December 1, 2021 in the Southwest Education Support Center Conference Room at 8:30 A. M.

7. CLOSED SESSION

Motion for the Board of Directors of South County Support Services Agency to adjourn to closed session at 9:00 AM.

MSC: Dan Conway, Valori Gallaher

Yes: 7 No: 0

Reconvene

The Board of Directors of South County Support Services Agency reconvened to regular session at 9:28 A.M.

MSC: Valori Gallaher, Jeff Percell

Yes: 7 No: 0

8. CLOSED SESSION ACTION

Motion for the Board of Directors of South County Support Services Agency to accept the resignation of employee #3008 as a school bus driver.

MSC Valori Gallaher, Reatha Martinez

Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #8663 as a school bus driver.

MSC Valori Gallaher, Lupe Nieves

Yes: 7 No: 0

9. ADJOURNMENT

Motion to adjourn the Wednesday, November 3, 2021 regular meeting of the Board of Directors at 9:29 A.M.

MSC: Dan Conway, Jeff Percell

Yes: 7 No: 0

The next regular meeting of the South County Support Services Agency Board of Directors has been scheduled for Wednesday, December 1, 2021, at 8:30 A.M.


Clerk to Board

November 2, 2022

Creative Bus Sales
 Attn: Jason Hohalek
 14740 Ramona Ave
 Chino, Ca 91710

RE: Bid 2122-SC11-01

At the November 2, 2022, regular board meeting, South County Support Services Agency Governing Board has approved your request for an extension of Bid #2122-SC11-01 thru November 3, 2023 with the proposed price escalators in the table below as a result of PPI increase and additional increase from your manufacturers from previous contract.

Listing of Awarded Sections on 2221-SC11-01			
Description	Current Price	Requested Increase	New Contract Price
Section A - Magellan E450 Cutaway	\$ 91,750.00	\$ 27,606.00	\$ 119,356.00
Section B - Ford Transit	\$ 66,750.00	\$ 19,567.00	\$ 86,317.00
Section C - IC CE	\$ 141,500.00	\$ 20,305.25	\$ 161,805.25
Section D - IC RE	\$ 176,330.00	\$ 25,303.36	\$ 201,633.36
Section E - GreenPower BEAST	\$ 412,275.00	\$ 59,161.46	\$ 471,436.46
Section F - GreenPower EV Star	\$ 194,900.00	\$ 27,968.15	\$ 222,868.15
Section G - Braun Van	\$ 64,715.00	\$ 18,540.00	\$ 83,255.00
Section H - Lonestar Van	\$ 88,900.00	\$ 32,557.00	\$ 121,457.00
Section I - Rockport EV Truck	\$ 217,055.00	\$ 31,147.39	\$ 248,202.39

Regards,



Gary Geringer
 Southwest Transportation Agency

SOUTH COUNTY SUPPORT SERVICES AGENCY

MINUTES BOARD OF DIRECTORS Regular Meeting November 2, 2022

PRELIMINARY...

The Regular Meeting of the Board of Directors was called to order by Orin Hirschhorn 8:30 A.M.

ATTENDANCE...

Orin Hirschhorn, President
Jeff Percell, Vice President
Shelley Manser, Clerk
Mike Iribarren, Member
Lupe Nieves, Member
Reatha Martinez, Member
Valori Gallaher, Member
Gary Geringer, Agency Director
Maricela Ordoñez, Director of Finance
Robin Orozco, Administrative Assistant
Amber Simas, Director of Transportation

PUBLIC PRESENTATION

Guest: Ted Miller, Neighbor

Suggestions and ideas as to the operations of the facility.

1. CONSENT ITEM

1.1 THRU 1.4 CONSENT ITEMS

Motion to approve the consent items of the Regular Meeting of the Board of Directors.

MSC: Lupe Nieves, Valori Gallaher

Yes: 7 No: 0

2. DISCUSSION ITEMS

2.1 IT Update:

- IT has continued to work on work orders for all school districts that we provide service to
- Setup 6 new iPads and 4 Samsung Galaxy's for Kings River
- Setup a wireless bridge for Caruthers district office
- Assisted Caruthers in moving staff from old district office to their new district office
- One of the larger projects this month was setting up 100 new iPads and installing screen projectors with cases for Alpaugh
- IT updated 500 iPads throughout the classrooms at Alpaugh
- Placed 4 new classrooms online for Caruthers High School and installed new TV's, phones and access points for the classrooms
- New TV's at Learning Center at Caruthers Elementary, installed

2.2 Bid #2122-SC11-01 – Creative Bus Sales - Request for Extension 2022-2023 – presented and reviewed.

3. ACTION ITEMS

3.1 Bid #2122-SC11-01 – Creative Bus Sales – Request for Extension 2022-2023.

Motion for the Board of Directors of South County Support Services Agency to approve Bid # 2122-SC11-01 – Creative Bus Sales – Request for Extension 2022-2023.

MSC: Lupe Nieves, Jeff Percell

Yes: 7 No: 0

4. MISCELLANEOUS ITEMS

Actuarial Study of Retiree Health Liabilities Under GASB 74/75 was presented

Fresno County Superintendent of Schools letter Approval of 2022-2023 JPA Adopted Budget was presented

5. ITEMS FROM THE BOARD MEMBERS

No Items.

6. FUTURE AGENDA ITEMS

2022/2023 Budget – First Interim.

Annual Reorganization Meeting scheduled for Wednesday, December 7, 2022.

7. CLOSED SESSION

Motion for the Board of Directors of Southwest Transportation Agency to adjourn to closed session at 9:00 A.M.

MSC: Valori Gallaher, Reatha Martinez Yes: 7 No: 0

Reconvene

The Board of Directors of South County Support Services Agency reconvened to regular session at 9:29 A.M.

MSC: Jeff Percell, Shelley Manser Yes: 7 No: 0

8. CLOSED SESSION ACTION

Motion for the Board of Directors of South County Support Services Agency to appoint employee #3221 as school bus driver.

MSC: Jeff Percell, Mike Iribarren Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #7886 as school bus driver.

MSC: Valori Gallaher, Lupe Nieves Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #1244 as school bus driver.

MSC: Reatha Martinez, Shelley Manser Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #8601 as school bus driver.

MSC: Mike Iribarren, Jeff Percell Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #2423 as school bus driver.

MSC: Valori Gallaher, Shelley Manser Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #4630 as school bus driver.

MSC: Valori Gallaher, Jeff Percell Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #0689 as school bus driver.

MSC: Mike Iribarren, Reatha Martinez Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #6690.

MSC: Valori Gallaher, Lupe Nieves

Yes: 7 No: 0

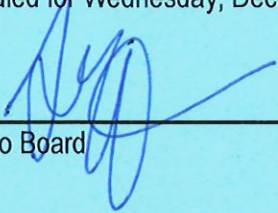
9. ADJOURNMENT

Motion to adjourn the Wednesday, November 2 , 2022 regular meeting of the Board of Directors at 9:30 A.M.

MSC: Valori Gallaher, Jeff Percell

Yes: 7 No: 0

The next regular meeting of the South County Support Services Agency Board of Directors has been scheduled for Wednesday, December 7, 2022, at 8:30 A.M.



Clerk to Board

June 27, 2023

Creative Bus Sales, Inc dba Model 1
Attn: Jason Hohalek
14740 Ramona Ave
Chino, CA 91710

RE: South County Support Services Agency Contract 2122-SC11-01

South County Support Services Agency (SCSSA) has been informed of the name change only by Creative Bus Sales Inc via dba Model 1 Commercial Vehicles. South County Support Services Agency (SCSSA) approves Creative Bus Sales Inc dba Model 1 on the SCSSA 2122-SC11-01 contract as the FEIN remains unchanged.

South County Support Services Agency acknowledges the change in name only as Creative Bus Sales dba Model1. Creative Bus Sales, Inc has informed South County Support Services Agency that they have filed the name change with the Secretary of State and this may take some time for processing. Creative Bus Sales Inc will finalize the name change to Model1 in California once documentation has been finalized at the state level.

The FEIN has not and will not change, the dba remains active, SCSSA shall review the contract in November for annual renewal, at that time will review name change documents in accordance with Secretary of State filing.

Gary Geringer



Agency Director-South County Support Services Agency



MODEL 1 COMMERCIAL VEHICLES

9225 Priority Way W. Dr.

Suite 300

Indianapolis, IN 46240

September 21, 2023

Gary Geringer
South County Support Services Agency
16644 S. Elm Avenue
Caruthers, CA 93609
559.644.1011

Mr. Geringer,

Would you please submit a request to the South County Support Services Agency Board to consider and approve an extension of the South County Support Services Agency bid #SCSSA 2122-SC11-01. The one-year extension would begin on November 4th, 2023, through November 3rd, 2024.

Prices for raw materials, labor and transportation have increased substantially since the inception of this bid causing manufacturers to increase product prices. Creative Bus Sales requesting a 5% price escalator for all sections of bid on the extension of 2023-2024.

I truly appreciate your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Jason Hohalek".

Jason Hohalek
Model1 Commercial Vehicles dba Creative Bus Sales, Inc

November 1, 2023

Model 1

Attn: Jason Hohalek
14740 Ramona Avenue
Chino, CA 91710

RE: Bid #2122-SC11-01

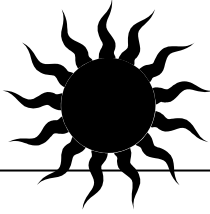
At the November 1, 2023 regular board meeting, South County Support Services Agency Governing Board has approved your request for extension of Bid #2122-SC11-01 thru November 3, 2024.

Regards,



Gary Geringer
Southwest Transportation Agency

GG:ro



SOUTH COUNTY SUPPORT SERVICES AGENCY

AGENDA BOARD OF DIRECTORS Regular Meeting

November 1, 2023 – 8:30 A.M.
South County Support Services Agency
Conference Room
16644 S. Elm, Caruthers, CA 93609

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Southwest Transportation Agency at (559) 644-1019. Notification of at least 48 hours prior to the meeting will enable the Agency to make reasonable arrangements to ensure accessibility to the Board meeting.

PRELIMINARY

Called to order by presiding officer _____ at _____ AM/PM

ROLL CALL

Members:	
Orin Hirschorn, President	_____
Jeff Percell, Vice-President	_____
Shelley Manser, Clerk	_____
Mike Iribarren, Member	_____
Lupe Nieves, Member	_____
Amanda Golden, Member	_____
Robert Martin, Member	_____
Valori Gallaher, Member	_____
Gary Geringer, Agency Director	_____
Tonja Griggs, Director of Finance	_____
Amber Simas, Transportation Director	_____
Robin Orozco, Administrative Assistant	_____

PUBLIC PRESENTATION

This portion of the meeting is reserved for persons wishing to address the Board on items within its jurisdiction but not on the agenda. **Note: Prior to action by the Board on any item on this agenda, the public may comment on that item. Unscheduled comments may be limited to 3 minutes.**

1. CONSENT ITEMS

Request and recommend the approval of the Consent Items 1.1 thru 1.4.

Motion by: _____ **Seconded by:** _____ **Vote: Yes** ___/No ___

1.1 APPROVAL OF NOVEMBER 1, 2023 AGENDA.

1.2 APPROVAL OF SEPTEMBER 6, 2023 REGULAR MEETING MINUTES.

1.3 ACCOUNTS PAYABLE – 09/01/2023 thru 10/31/2023 LISTINGS.

1.4 FINANCIAL REPORTS: BUDGET REPORT; CASH FLOW.

2. DISCUSSION ITEMS

2.1 IT Update. (5 mins)

2.2 BID #2122-SC11-01 – Creative Bus Sales – Request for Extension. (5 mins)

2.3 Financial Resolution. (5 mins)

- Resolution 2324-SC11A - Bank Account for State mandated electronic payments.

2.4 Update to Agency bank accounts' signors. (3 mins)

3 ACTION ITEMS

3.1 Bid #2122-SC11-01 – Creative Bus Sales - Request for Extension 2023-2024.

Request and recommend Board approval of extension of Bid #2122-SC11-01 for purchases of school buses and other public transportation equipment.

Motion by: _____ **Seconded by:** _____ **Vote: Yes** ___/No ___

3.2 Resolution 2324-SC11A update signors on bank account for state mandated electronic payments.

Request and recommend Board approval of Resolution to update on bank account for state mandated electronic payments.

Motion by: _____ **Seconded by:** _____ **Vote: Yes** ___/No ___

4. MISCELLANEOUS ITEMS

Fresno County Superintendent of Schools letter Approval of 2023-2024 JPA Adopted Budget.

5. ITEMS FROM BOARD MEMBERS

No Items.

6. FUTURE AGENDA ITEMS

2023/2024 Budget – First Interim.

Annual Reorganization Meeting scheduled for Wednesday, December 6, 2023 in the Southwest Transportation Conference Room at 8:30 A. M.

7. CLOSED SESSION

The Board of Directors of the South County Support Services Agency adjourned to closed session at _____. See Agenda Attachment for discussion items.

Motion by: _____ **Seconded by:** _____ **Vote: Yes** ___/No ___

Reconvene

The Board of Directors of the South County Support Services Agency reconvened to regular session at _____.

Motion by: _____ **Seconded by:** _____ **Vote: Yes** ___/No ___

8. CLOSED SESSION ACTION

Action on matters addressed during closed session.

Motion by: _____ **Seconded by:** _____ **Vote: Yes** ___/No ___

9. ADJOURNMENT

The Board of Directors of the South County Support Services Agency adjourned its regular meeting at _____.

Motion by: _____ **Seconded by:** _____ **Vote: Yes** ___/ **No** ___

The next regular meeting of the South County Support Services Agency Board of Directors has been scheduled for Wednesday, December 6, 2023, at 8:30 A.M.

SOUTH COUNTY SUPPORT SERVICES AGENCY

**BOARD OF DIRECTORS
November 1, 2023 8:30 A.M.**

AGENDA ATTACHMENT
CLOSED SESSION AGENDA DESCRIPTIONS

(Check if applicable)

1. X Section 54957
Public Employee Assignment/Dismissal/Resignation/Discipline/Release/Complaint

2. Section 54957
Public Employee Evaluation

3. Section 54957.6
Conference with Labor Negotiator -
Agency Negotiator:
Employee Organization:

4. Section 54957.6
Agency Negotiator:
Unrepresented Employee(s):

5. Section 54956.9, Subdivision (a).
Conference with Legal Counsel - Existing Litigation
Name of Case: _

6. Section 54956.9, Subdivision (b).
Conference with Legal Counsel - Existing Litigation
Case Name Unspecified: (check one)
 Disclosure would jeopardize service of process
 Disclosure would jeopardize existing settlement negotiations

**SOUTH COUNTY SUPPORT SERVICES AGENCY
BOARD OF DIRECTORS
November 1, 2023 8:30 A.M.**

**AGENDA ATTACHMENT
CLOSED SESSION AGENDA DESCRIPTIONS
(Check if applicable)**

7. _____ Section 54956.9
Conference with Legal Counsel - Anticipated Litigation.
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of
Subdivision (d) of Section 54956.9
8. _____ Section 54956.9 Subdivision (c).
Conference with Legal Counsel - Deciding whether to initiate litigation
9. _____ Section 54956.95
Liability Claims:
Claimant: _____
(unless specified pursuant to section 54961)
Agency Claimed.
Against: _____
10. _____ Education Code Section 48900, et seq.
Consideration of Student Discipline -
11. _____ Education Code Section 49070
Consideration of Student Records Challenge
12. _____ Government Code Section 54956.8
Conference with Real Property Negotiator
Property:
Agency Negotiator:
Negotiating Parties:
Under Negotiation: Terms of Agreement

SOUTH COUNTY SUPPORT SERVICES AGENCY

MINUTES BOARD OF DIRECTORS Regular Meeting November 1, 2023

PRELIMINARY...

The Regular Meeting of the Board of Directors was called to order by Orin Hirsch Korn 8:31 A.M.

ATTENDANCE...

Orin Hirsch Korn, President
Jeff Percell, Vice President
Shelley Manser, Clerk
Valori Gallaher, Member
Lupe Nieves, Member
Amanda Golden, Member
Mike Iribarren, Member
Gary Geringer, Agency Director
Tonja Griggs, Director of Finance
Amber Simas, Director of Transportation
Robin Orozco, Administrative Assistant

PUBLIC PRESENTATION

None

1. CONSENT ITEMS

1.1 THRU 1.4 CONSENT ITEMS

Motion to approve the consent items of the Regular Meeting of the Board of Directors.

MSC: Jeff Percell, Valori Gallaher

Yes: 7 No: 0

2. DISCUSSION ITEMS

2.1 IT Update:

- IT has kept up on work orders at all school sites, finished joining all staff laptops and desktops at Waukena's domain and helped trouble shoot and fix Kings Rivers marquee sign.
- Alvina received new access points for every classroom. We removed the old and installed the new ones and connected them to the new data drops that are CAT6a. This will allow access points to have the newest and up to date speed.
- IT worked with Caruthers maintenance department to install at Raisin City new indoor and outdoor speakers throughout the campus for the bell and Informa cast system.

2.2 BID #2122-SC11-01 – Creative Bus Sales – Request for Extension was reviewed and approved.

2.3 Financial Resolution 2324-SC11A – Bank Account for State mandated electronic payments was reviewed and approved.

2.4 Update to approve bank accounts' and Fresno County Superintendent of Schools signors was reviewed and approved.

3. ACTION ITEMS

3.1 Bid #2122-SC11-01 – Creative Bus Sales – Request for Extension 2023-2024.

Motion for the Board to approve Bid #2122-SC11-01 – Creative Bus Sales – Request for Extension 2023-2024.

MSC: Valori Gallaher, Shelley Manser

Yes: 7 No: 0

3.2 Resolution 2324-SC11A update signors on bank account for state mandated electronic payments.

Motion for the Board to approve Resolution 2324-SC11A update signors on bank account for state mandated electronic payments.

MSC: Valori Gallaher, Lupe Nieves

Yes: 7 No: 0

4. MISCELLANEOUS ITEMS

Fresno County Superintendent of Schools letter approval of 2023-2024 JPA Adopted Budget.

5. ITEMS FROM THE BOARD MEMBERS

No Items.

6. FUTURE AGENDA ITEMS

2023-2024 Budget – First Interim.

Annual Reorganization Meeting scheduled for Wednesday, December 6, 2023 in the Southwest Transportation Conference Room at 8:30 A.M.

7. CLOSED SESSION

Motion for the Board of Directors of South County Support Services Agency to adjourn to closed session at 8:45 A.M.

MSC: Valori Gallaher, Lupe Nieves

Yes: 7 No: 0

Reconvene

The Board of Directors of South County Support Services Agency reconvened to regular session at 8:45 A.M.

MSC: Valori Gallaher, Shelley Manser

Yes: 7 No: 0

8. CLOSED SESSION ACTION

Motion for the Board of Directors of South County Support Services Agency to appoint Employee #0598 as school bus driver.

MSC: Lupe Nieves, Jeff Percell

Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint Employee #0144 as school bus driver.

MSC: Valori Gallaher, Mike Iribarren

Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to dismiss Employee #1244 as school bus driver.

MSC: Valori Gallaher, Jeff Percell

Yes: 7 No: 0


9. ADJOURNMENT

Motion to adjourn the Wednesday, September 6, 2023 regular meeting of the Board of Directors at 9:16 A.M.

MSC: Valori Gallaher

Yes: 7 No: 0

The next regular meeting of the South County Support Services Agency Board of Directors has been scheduled for Wednesday, December 6, 2023, at 8:30 A.M.



Clerk to Board

Exhibit "B"

School Buses List, Sales Price and Total Cost Summary



Model 1 Commercial Vehicles, Inc.
 14740 Ramona Ave
 Chino, CA 91710

Phone: (909) 203-4800
 Fax: (909) 465-5529
 model1.com

BUYER'S ORDER CONTRACT

Date:	September 18, 2024	Unit #(s):	47
Customer Name:	Tahoe Truckee Unified School District		
Contact:	Richard Cooper	Phone:	(530) 550-0776
Address:	12485 Joerger Drive		
City, State, Zip:	Truckee, CA 96161	E-Mail:	rcooper@ttusd.org
Customer ID:		Salesperson:	Alexander Ramirez
Ship To Address:	Attn: Richard Cooper - Tahoe Truckee Unified School District - 12485 Joerger Drive		
Ship To Address Cont'd:	Truckee, CA 96161		
Ship To Phone:	(530) 550-0776	Ship To Email:	rcooper@ttusd.org
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		County:	
Description of Vehicle:	IC Bus model CE School Bus. Piggyback Bid #2122-SC11-01-C.		
IC Next Gen CE3402 School Bus with Cummins 6.7L Diesel Engine and Allison Transmission, Air Disc Brakes, Rear Air Suspension with Bendix Electronic Stability Control, OnSpot Chains, A/C, 8 ICS Positions, 4 Head Camera System, Back Up Camera with Monitor in Mirror			
VIN #:			
Engine Type:	Diesel	FOB Terms:	Shipping
Number of Passengers:	72	Wheelchair Positions:	
Estimated Delivery Date:	90 Days after PO	Payment Terms:	Net 7
Possession State:	CA	Unit Price	\$ 216,420.00
		Delivery	\$ -
		Incentive (Non-Taxable)	\$ -
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ 85.00
		Base Selling Price	\$ 216,505.00
		ADA Amount (Non Taxable)	\$ 20,250.00
		Total Taxable Amount	\$ 196,255.00
		Sales Tax* (Estimated)	\$ 16,191.04
8.250%	CA - Truckee		\$ -
Notes:			\$ -
* The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.			\$ -
Sales tax estimate is calculated based on the location in which the customer registers the vehicle.		DMV Fees* (Estimated)	\$ -
All rebates and incentives will be signed over to Model 1 Commercial Vehicles, Inc. California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.		DMV Electronic Filing Fee	\$ 33.00
		Tire Fee	\$ 10.50
		Fees Sub-Total	\$ 43.50
		Total Price Per Unit	\$ 232,739.54
		Quantity	1
		Contract Total	\$ 232,739.54
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
			\$ -
		Balance Due	\$ 232,739.54

Remit To: PO Box 713176, Chicago, IL 60677-0376

9. REAPPRAISAL OF TRADE-IN. If Customer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

10. FAILURE TO COMPLETE PURCHASE. Customer agrees to pay the balance owed on the terms and accept delivery of the Vehicle within forty-eight (48) hours after being notified that the Vehicle is ready for delivery. Failure to timely accept delivery by Customer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Customer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Customer shall pay to Dealer the amount paid on Customer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Customer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

11. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Vehicle, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Customer acknowledges that Customer shall not seek or recover such incidental or consequential damages from Dealer. Customer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

12. NON-DEALER WARRANTY(S) (IF APPLICABLE). Customer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Customer prior to Customer signing the front side of this Agreement and Customer acknowledges having physically received such written instruments. Customer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Customer has read to Customer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Customer has voluntarily chosen not to read such warranties.

13. TAXES, INSURANCE. Customer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Customer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of delivery. Customer understands that Customer is not covered by insurance on the Vehicle until Customer's insurance company accepts coverage on the Vehicle. Customer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Customer's insurance company accepting coverage on the Vehicle.

14. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Customer brings an action based on this Agreement and does not prevail, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.


15. WAIVER OF JURY TRIAL; CLASS ACTIONS. Customer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Customer further agrees in connection with this purchase to waive Customer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

16. SEVERABILITY. Customer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Customer and Dealer, and Customer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Customer, became part of the basis of Customer's bargain, or is enforceable by Customer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Customer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Customer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Customer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Customer, are not included in this Agreement, and are not enforceable against Dealer.

Authorized Customer's Representative

Model 1 Commercial Vehicles, Inc.

Signature: 
Name: Richard Cooper
Title: Fleet Supervisor
Date: 9/18/24

Signature: _____
Name: _____
Title: _____
Date: _____



Quote for Tahoe Truckee USD to purchase IC Bus model CE School Bus

Capacity: Up to 72

September 18, 2024

Line	Price Calculations	Bid Option Reference #	Per Bus	1 Buses
Bid price based on the South County Support Services Agency Bid #2122-SC11-01(C)			\$141,500.00	
	2022-2023 Bid2122-SC11-01 Escalator		\$20,305.00	
	2023-2024 Bid2122-SC11-01 Escalator		\$7,075.00	
	<i>Additional Approved Options..</i>			
1	Change to I-6 diesel engine with 260HP (Cummins ISB 6.7L)	10	\$6,075.00	
2	Increase wheelbase to 276"	16	\$6,600.00	
3	Increase capacity of axles/suspension/GVWR	27	\$3,050.00	
4	Add telescoping wheel	29	\$400.00	
5	Upgrade to adjustable pedals	33	\$950.00	
6	Add exhaust brake	34	\$250.00	
7	Add Passenger Seat (fourteen @ \$550 each)	49	\$7,700.00	
8	Add Integrated Child Seat (ICS) (Eight @ \$375 each)	53	\$3,000.00	
9	Exterior luggage compartments (three @ \$1050 each)	56	\$3,150.00	
10	Increase fuel tank (100 gallons)	60	\$950.00	
11	Add Automatic Tire Chains	61	\$4,250.00	
12	Remove wheelchair lift door, lights, buzzer and interlocks	69	(\$1,800.00)	
13	Remove wheelchair lift, pad and fire extinguisher	70	(\$2,800.00)	
14	Remove wheelchair station (three @ \$950 each)	71	(\$2,850.00)	
15	Add camera system with two HD camera heads	75	\$2,500.00	
16	Additional HD camera heads for camera system (two @ \$550 each)	76	\$1,100.00	
17	Backup Camera with monitor in mirror	77	\$1,600.00	
18	Change to 11r tire size (Quantity six)	82	\$750.00	
19	Remove specified AC system	86	(\$7,500.00)	
20	150,000 BTU air-conditioning system (fully ducted with rooftop condenser)	89	\$20,250.00	
Sub-total			\$216,505.00	\$216,505.00
Add sales tax			8.250%	\$16,191.04
Total			\$232,696.04	\$232,696.04
DMV Fee			\$33.00	\$33.00
CA Tire Fee			\$10.50	\$10.50
Invoice Amount			\$232,739.54	\$232,739.54
Delivery Date			90 Days after PO	90 Days after PO
* Adjusted for non-taxable special needs equipment				
A/C System			\$20,250.00	
Total non-taxable items			\$20,250.00	
Municipal lease option with \$1 buyout: (Estimated Budget Numbers: Formal quote will be emailed separately with applicable market rates)			\$232,739.54	\$232,739.54
Three Year Option (annual payments) 6.65%			\$82,622.54	\$82,622.54
Five Year Option (annual payments) 6.3%			\$52,366.40	\$52,366.40
Seven Year Option (annual payments) 6.2%			\$39,332.98	\$39,332.98

Terms and Conditions:

1. DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED. This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express. Dealer does not affirm or adopt any manufacturer warranties available to this Vehicle or any of its components. DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS. CUSTOMER ACKNOWLEDGES THIS DISCLAIMER IS MADE IN CAPITALIZED, BOLD AND UNDERLINED FONT AND IS "CONSPICUOUS." Customer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Customer is purchasing a "new" Vehicle as indicated above, Customer acknowledges that "new" means only that the Vehicle has not been previously titled although the Vehicle may have been used in a demo or a show; new does not create any warranty or expectation of value or performance. Customer understands and agrees that if either of Customer or Dealer should breach this Agreement or if Customer institutes any claim arising out of contract or the purchase of the Vehicle, the statute of limitation for any such claim is limited to one (1) year from the date of sale.

2. DEPOSIT. If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.

3. DEALER NOT AGENT OF MANUFACTURER. Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Customer's price will be increased by a like amount. If Customer is dissatisfied with the increase, Customer may cancel this order and Customer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Customer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Customer's vehicle, even if such changes are made prior to delivery of the vehicle.

4. DELAYS. Customer will not hold Dealer liable for any delay caused by the vehicle or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.

5. CUSTOMER'S INSPECTION AND ACCEPTANCE OF VEHICLE. Customer understands that damage may have occurred to the vehicle at the manufacturer(s)' factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Customer acknowledges that such damage to the vehicle, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the vehicle, Customer acknowledges: (i) having received ample opportunity for, and actually inspecting the vehicle as fully as Customer desires and (ii) utilizing and relying solely upon Customer's own judgment to inspect and determine that the vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Customer such that Customer accepts the vehicle in its condition as of the date Customer signs the front page of this Agreement. Customer further acknowledges that Customer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Customer for the Vehicle. Consequently, Customer has not relied upon Dealer's skill or judgment in the selection or delivery of the vehicle. Customer acknowledges that Dealer has not made any representation regarding the vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

6. IF NOT A CASH TRANSACTION. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.

7. TITLE; ODOMETER STATEMENT. Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Customer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Customer even though the actual delivery of the Vehicle may be made at a later date. Customer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement. Customer acknowledges receipt of such Federal Odometer Statement.

8. TRADE-IN. If Customer is trading in a vehicle, Customer will give Dealer the original bill of sale or the title to the trade-in. Customer promises that any trade-in which Customer gives in this purchase transaction is owned by Customer free of any lien or other claim except as noted on the other side of this Agreement. Customer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Customer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Customer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Customer warrants that the trade-in is or will be properly titled to Customer and/or Customer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.