

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

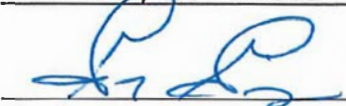
Signed by

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.
P.O. Box 9
Hanford, CA 93232
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 *Jane*

RECEIVED OCT 22 2021

Ad text : AD# 48328

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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.

Principal

GREAT AMERICAN INSURANCE COMPANY

By:

James E. Hurst, Jr.

, Attorney-in-Fact

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

1656311 SURV

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 and 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: _____

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.

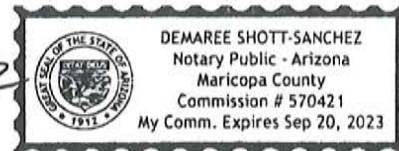
909.465.5528

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>Ford</u>	MODEL:	<u>Transit 150</u>	
MAKE:	<u>Ford</u>	YEAR OF MANUFACTURE:	<u>2021 or newer</u>	
WHEELBASE:	<u>130" WB</u>	ENGINE:	<u>Gasoline 3.7L V-6</u>	HP: <u>275 HP</u>
BODY MAKE	<u>Ford</u>	MODEL:	<u>Transit 150</u>	CAPACITY: <u>5 passengers</u>
TRANSMISSION:	<u>Automatic</u>			<u>4</u> AMBULATORY <u>1</u> WHEELCHAIR

CASH PURCHASE PRICE:	\$	<u>66,750.00</u>
STATE SALES TAX:	\$	<u>4,557.39 (7.975%)</u>
2007 CA TIRE TAX:	\$	<u>7.00</u>
TOTAL BID:	\$	<u>71,314.39</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

Evidence of authority to bind corporation is attached.

Dated: October 25th, 2021

Signed 

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 

SPECIFICATIONS

Bid #2122-SC11-01(B)

Van Bid

The van 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.

Van shall be delivered within 30 days from the date of order, F.O.B. Destination to SCSSA.

Minimum Specifications Required	Specifications furnished
<p>New van capable of transporting up to five passengers (four seated with one open WC position) plus driver in a proper and safe manner.</p> <p>Acceptable manufacturers include Ford (Lone Star, Forrest River, Transit Works Van)</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: 2021 or newer</p> <p>Manufacturer: Ford Transit-Forest River</p> <p>Capacity: Five Passenger with wheelchair plus driver</p>
<p>Vehicle Dimensions</p> <p>G.V.W.R.: Minimum 8,550 lbs.</p> <p>Minimum wheelbase: 130"</p> <p>Approximate overall height: 100"</p>	<p>G.V.W.R.: 8670lb</p> <p>Wheelbase: 130"</p> <p>Overall height: 100"</p>

Specifications

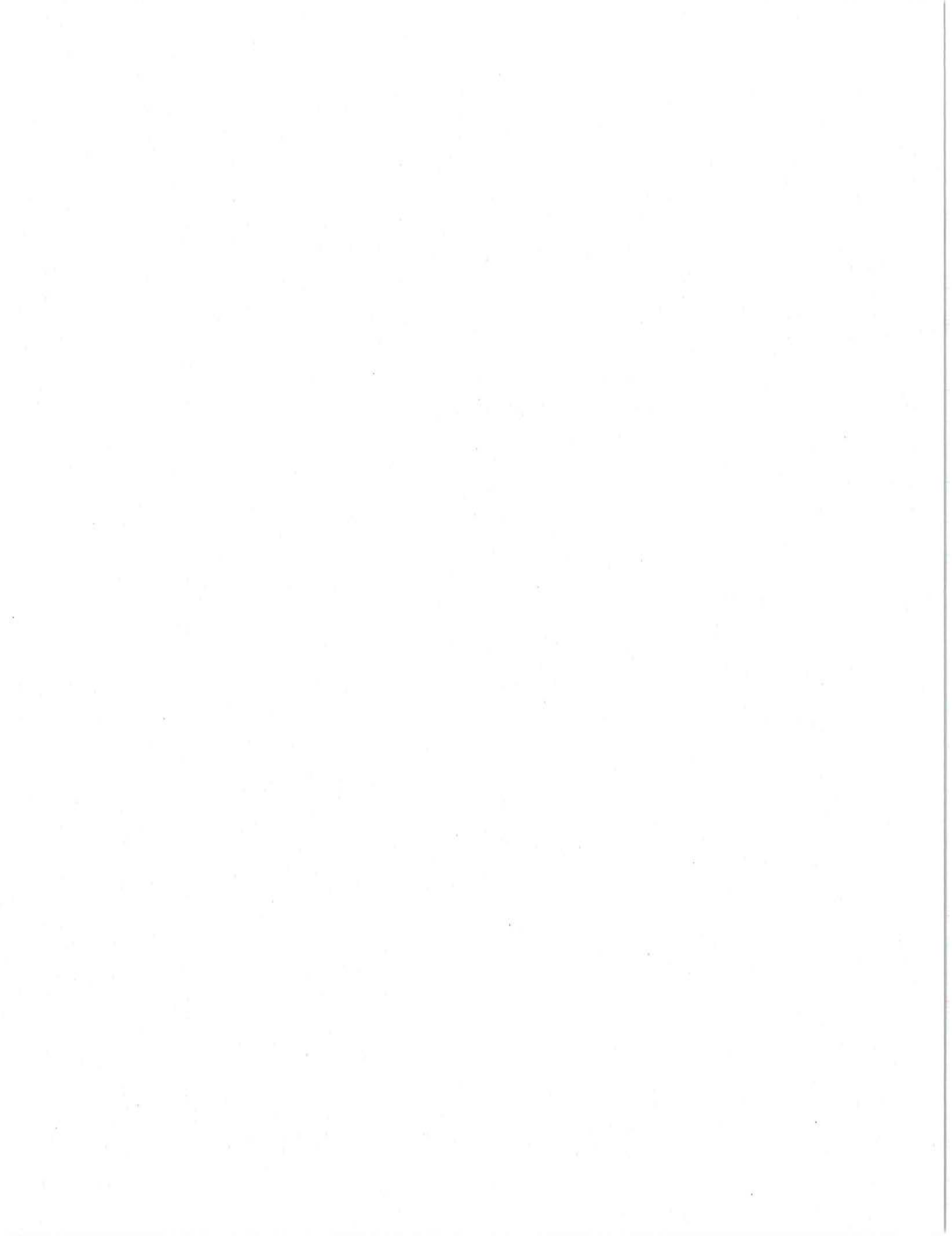
Item	Minimum Specifications Required	Specifications furnished
Airbags	Side airbags and safety canopy curtain airbags.	Comply
Alarm	Backup alarm.	Comply
Camera	Rearview camera.	Comply
Chassis	Ford Transit 150 with the following: <ul style="list-style-type: none"> • Four-wheel anti-lock disc brakes • AdvanceTrac with Roll Stability Control • Side wind stabilization • Poser steering with tilt steering column • Spring suspension with gas shock absorbers • Minimum 3.5L gasoline engine (flex fuel capable) • Speedometer, odometer, oil pressure, water temperature and alternator gauges, tire pressure monitoring system • Minimum 220-amp alternator • Five LT235/65Rx16E tires • Six-speed automatic transmission • Transmission cooler • 25-gallon fuel tank • 3.73 rear axle ratio 	Comply
Color	Oxford white exterior color with Pewter Grey interior. Black bumpers.	Comply
Fire extinguisher	5 lb. fire extinguisher	Comply
Floor	Aluminum Floor System that is made from Aluminum Extruded sections. The sections will interlock together. Sections of the Aluminum Extrusion shall be designed so that Aluminum L Track can be installed flush mount into the extrusion structure. Upon request, provide documentation of " in-vehicle" testing done on the Aluminum Floor system that complies with all FMVSS regulations pertaining to Seat installation and Wheelchair securement devices.	Comply

Item	Minimum Specifications Required	Specifications furnished
	Minimum of eight sections of flush mount aluminum L-Track shall be installed into the vehicle Aluminum Floor system. Size M10 bolts spaced no more than 6" apart shall fasten the L-Track into tapped sections of the Aluminum Floor System. No more than (2) two bolts per L-Track will be bolted through the chassis metal floor. Flush mounted L-Track will be made from AL 6082-T6 Aluminum.	
HVAC	OEM front and rear AC and heat	Comply
Power Group	Power mirrors, power windows, power door locks and keyless entry.	Comply
Radio	AM/FM stereo w/ digital clock, audio input jack, two speakers in front and four speakers in rear.	Comply
Reflectors	Triangle reflector kit.	Comply
Seats (front)	Dual vinyl bucket seats with driver side and passenger side airbags.	Comply
Seats (rear passenger)	Seating for three passengers with three-point restraints.	Comply
Steps	Exterior step at driver's door and passenger doors.	Comply
Wheelchair lift	Braun Century Series model 917 or equivalent.	Comply
Wheelchair tiedowns	One set of seven-point tiedowns.	Comply
Windows	Full set of tinted windows in passenger area.	Comply

Additional approved options available

Item #	Description	Price
1.	Change to dual rear wheel chassis	\$1,950
2.	Increase wheelbase up to 148"	\$1,075
3.	Upgrade to Transit 250 chassis	\$1,950
4.	Upgrade to Transit 350 chassis	\$4,150
5.	Upgrade to medium roof	\$925
6.	Upgrade to high roof	\$2,200
7.	Upgrade to EcoBoost engine	\$980
8.	Upgrade tires and wheels	\$800
9.	Upgrade rear axle ratio	\$250
10.	Decrease GVWR	N/A
11.	Increase GVWR	N/A
12.	Remove aluminum floor system	(\$1,500)
13.	Change to GM chassis	N/A
14.	Change to Dodge chassis	\$4,950
15.	Change to diesel powered drive train	\$6,600
16.	Change to full battery-electric drive system	\$234,000
17.	Add charge-depleting hybrid package	\$84,000
18.	Add charge-sustaining hybrid package	\$131,250
19.	Add CNG package	\$40,000
20.	Add propane package	\$12,000
21.	Add drive-line retarder	\$13,000
22.	Add fire suppression system	\$5,300
23.	Add or remove passenger seat	\$550
24.	Add ISO latch to passenger seat	\$75
25.	Add integrated child seat (ICS) to passenger seat	\$375
26.	Add Safeguard Star seat	\$150
27.	Automatic tire chains	\$4,250
28.	Remove wheelchair lift, lift door and lift accessories	(2,800)

Item #	Description	Price
29.	Add or remove wheelchair station	\$950
30.	Digital color two-head HD camera system	\$2,500
31.	Additional HD camera heads for camera system (price per camera)	\$550
32.	DVD player with flip down monitors	\$4,650
33.	Remove specified AC system	N/A
34.	Pre-trip inspection system (ship loose)	\$1,650
35.	Install pre-trip inspection system	\$1,650
36.	GPS/fleet management tracking system	\$1,375
37.	Add parcel racks	\$1,250
38.	Add luggage compartment	\$800
39.	Increase engine warranty (price per year)	\$1,750
40.	Increase transmission warranty to five years/unlimited miles	\$1,200
41.	Increase chassis warranty (price per year)	\$2,100
42.	Increase body warranty (price per year)	\$2,100
43.	Upgrade alternator	\$1,100
44.	Add air-ride suspension	\$8,800
45.	Add liquid-spring suspension	\$10,750
46.	Add block heater	\$500
47.	Add back-up camera with monitor in mirror	\$1,600
48.	Add back-up sensors mounted in rear bumper	\$500
49.	Install 360-degree view camera system	\$2,500
50.	On-board WIFI	\$1,050
51.	Add USB charging port	\$250/unit
52.	Add over-the-air programming	\$400
53.	Add collision mitigation system	\$2,750
54.	Cost plus 5% on items not listed	Comply



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 Hirschorn at 8:35 A.M.

ATTENDANCE...

Orin Hirschorn, 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

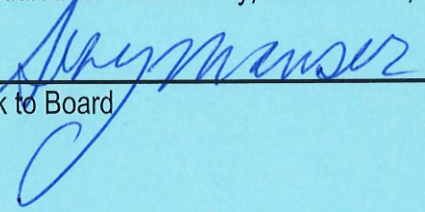
9. ADJOURNMENT

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

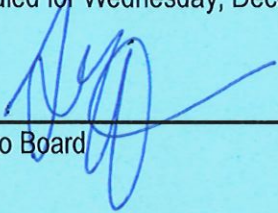
9. ADJOURNMENT

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