

Public Notice

Notice of Surplus Vehicles Available for Donation or Sale

NOTICE IS HEREBY GIVEN that the San Benito County Local Transportation Authority (LTA) is accepting Donation Application Forms and sealed bids for the following surplus vehicles:

Bus Number	VIN (last 5 digits)	Vehicle Year/Make	Passenger Capacity	Approx. Mileage
733	01408	2008 Starcraft	12A/2WC	149,692
59	01823	2010 Starcraft	12A/2WC	297,254
60	01785	2010 Starcraft	12A/2WC	208,915

Vehicles are available for public viewing at 3240 Southside Road, Hollister, CA, on July 13, 2021 and July 14, 2021 from 9:00am to 12:00pm. by appointment only. To schedule an appointment please call San Benito County Local Transportation Authority at (831) 637-7665 no later than July 9, 2021.

Interested parties are required to complete a Donation Application Form or Official Bid Form to. Forms must be submitted individually in a sealed envelope marked "DONATION APPLICATION" or "SEALED BID", and received at the **San Benito County Local Transportation Authority, 330 Tres Pinos Road C7, Hollister, CA 95023** prior to **4:00 pm on Friday, July 16, 2021**. Forms are available for download online at SanBenitoCOG.org.

Priority will be given to donations to eligible nonprofit organizations exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code. Applications for donations will be considered at the August 2021 San Benito County Local Transportation Authority Board of Directors meeting. Any remaining vehicles will be awarded to the highest bidder.

Bids that are not submitted on a Donation Request Form or Official Bid Form will NOT be considered. Late, faxed or emailed bid forms will NOT be considered. Vehicles will be donated or sold as is and no warranties shall be given. LTA reserves the right to reject any or all bids if it is determined to be in the best interest of the agency.

**DONATION APPLICATION
FORM
PASSENGER BUS**

The San Benito County Local Transportation Authority (LTA) is soliciting applications from eligible local non-profits (501(c)(3) and local government agencies (City of Hollister, City of San Juan Bautista, and County of San Benito). Eligible non-profits must be “organized for the care, teaching, or training of children or developmentally disabled children” or “that is organized to provide health or human services.” The vehicle will be provided to the selected candidate at not cost, but the vehicle will be donated in an as-is condition.



Please complete the following application by **4:00 pm on July 16, 2021**. Each application form must be submitted individually and placed in a sealed envelope marked “DONATION APPLICATION”. Return applications to the San Benito County Local Transportation Authority, 330 Tres Pinos Road, Suite C-7, Hollister, CA 95023.

Applications will be considered at the August 2021 Local Transportation Authority Board of Directors meeting.

Bus Number	VIN (last 5 digits)	Vehicle Year/Make	Passenger Capacity	Approx. Mileage
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Please indicate the vehicle you are interested in: Bus Number _____ VIN (last 5digits) _____

Vehicle Year/Make _____ Approx. Mileage _____

1. Organization applying for donation: _____
2. Address: _____
3. Phone Number(s): _____
4. Email: _____
5. Contact name/Position: _____
6. Federal Tax I.D. number of the applicant: _____

7. Is your organization a not for profit? **YES** **NO**

8. If yes, provide 501(c)(3) No.: _____

9. What will the vehicle be used for? _____

10. **What is the purpose of the organization? Please provide a mission statement or detailed information about the goals and objectives of the organization.**

11. **Please indicate any positive outcomes for your organization from this donation.**

12. **Please describe any positive outcomes for the community.**

Declarations:

I certify that the above information is true and correct.

SIGNED: _____ **DATE:** _____

FULL NAME: (Please print) _____ **TITLE:** _____

The San Benito County Local Transportation Authority (LTA) is accepting sealed bids for surplus vehicles.

Please complete the following Official Bid Form by **4:00 pm on July 16, 2021**. Each bid must be submitted individually on an official bid form and placed in a sealed envelope marked "SEALED BID". Return applications to the San Benito County Local Transportation Authority, 330 Tres Pinos Road, Suite C-7, Hollister, CA 95023.

Bus Number	VIN (last 5 digits)	Vehicle Year/Make	Passenger Capacity	Approx. Mileage	Price Proposal
733	01408	2008 Starcraft	12A/2WC	149,692	
59	01823	2010 Starcraft	12A/2WC	297,254	
60	01785	2010 Starcraft	12A/2WC	208,915	

Bus Number _____ VIN (last 5 digits) _____ Vehicle Year/Make _____
 price written words \$: _____

The equipment is being sold as-is without express warranties and with no implied warranties of merchantability. All prices are to remain firm.

Signature of Bidder _____

Please fill out the following information:

Name of Bidder: _____

Individual/Company name: _____

Address: _____

City: _____ Zip code: _____

Telephone number: _____ Cell Number: _____

Fax number: _____ Email Address: _____

By Signing this I certify that I am not an officer, agent or employee of the County of San Benito assigned to the purchasing function, or responsible for surplus declarations, or having privileged information regarding the item or equipment or the value thereof that is not

San Benito County Local Transportation Authority
OFFICIAL BID FORM

available to all prospective bidders, or assigned to the organization having custody of the surplus property directly or indirectly.

Signature: _____

Upon notification of award, the successful bidder must forward a **certified check within ten days** made payable to San Benito County Local Transportation Authority for the amount of the award.

The successful bidder must finalize the purchase and remove the item at the bidders own expense within ten working days from the date of the notice of award, excluding Fridays, Saturdays and Holidays.

BILL OF CONDITIONAL TRANSFER

The San Benito County Local Transportation Authority (“LTA”), hereby donates, transfers, conveys and assigns to _____ (“RECIPIENT”), its successors and assigns, all of the LTA’s right, title and interest in and to a used van (“PROPERTY”), described as follows:

Vehicle	VIN (last 5 digits)	Vehicle Year/Make	Passenger Capacity	Mileage

The LTA warrants and represents that it is the sole owner of the PROPERTY and that the property is free and clear of all liens, encumbrances, security interest and any claims to title.

By signing this Bill of Conditional Transfer and accepting the delivery of the donated vehicle, RECIPIENT shall agree to abide by the following terms and conditions of donation:

1. This Bill of Transfer may be relied upon as conclusive proof that the property has been transferred to RECIPIENT.
2. This Bill of Transfer has been prepared, negotiated and executed, and shall be construed in accordance with, the laws of the State of California.
3. RECIPIENT shall remove the LTA’s decal still on the vehicle within 15 days of the transfer or before use of the vehicle.
4. RECIPIENT agrees to use the vehicle (PROPERTY) for its intended purpose, as a van to transport youth to events and competitions, for at least 18 months after the donation.
5. RECIPIENT, acknowledges receipt of the vehicle and of this Bill of Transfer and understands there is no guarantee or warranty, expressed or implied, with respect to the above-described property. It is also understood that the above-stated vehicle is transferred in "as is" condition.
6. RECIPIENT assumes full responsibility for all risk of injury or loss, including death, which may result from the transfer of this PROPERTY.
7. RECIPIENT agrees to hold harmless, release, waive, and covenant not bring suit, and/or claims against the LTA (its officers, agents or employees) by reason of any accident, illness, injury or death, or damage to or loss or destruction of any property arising or resulting from the transfer of the PROPERTY.
8. In the event any action or proceeding is brought by either party hereto against the other party hereto by reason of the breach or enforcement of this Bill of Transfer, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or proceeding, including reasonable attorneys’ fees. Any action or proceeding relating to or arising out of this Bill of Transfer shall be filed, if a state action, in the Superior Court of the State of California for the County of San Benito, or if a federal action, in the United States District Court for the Northern District of California.
9. EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS BILL OF TRANSFER, THE LTA AND

RECIPIENT ACKNOWLEDGE AND AGREE THAT THIS IS A NON-WARRANTY BILL OF TRANSFER AND THAT RECIPIENT IS RECEIVING THE PROPERTY WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND WHETHER PURSUANT TO THE CALIFORNIA UNIFORM COMMERCIAL CODE, OR OTHERWISE. TO THE EXTENT ANY WARRANTIES WOULD APPLY TO THE PROPERTY OR THIS TRANSACTION, RECIPIENT UNCONDITIONALLY WAIVES, AND THE LTA DISCLAIMS, ANY SUCH WARRANTIES.

RECIPIENT FURTHER EXPRESSLY ACKNOWLEDGES THAT RECIPIENT IS RECEIVING THE PROPERTY IN AN "AS IS," "WHERE IS" CONDITION, WITH ALL ITS FAULTS. RECIPIENT HAS INSPECTED THE PROPERTY AND IS SATISFIED THAT THE PROPERTY IS COMPLETELY AS DESCRIBED HEREIN AND IS IN GOOD CONDITION. THE LTA HAS NOT INSPECTED THE PROPERTY, DOES NOT KNOW IF THE PROPERTY IS COMPLETELY AS DESCRIBED HEREIN, NOR DOES THE LTA KNOW THE PURPOSE TO WHICH RECIPIENT WILL PUT THE PROPERTY. THE LTA MAKES NO REPRESENTATION CONCERNING THE VALUE OF THE PROPERTY.

THE LTA DOES NOT WARRANT THE MERCHANTABILITY OF THE PROPERTY OR WHETHER IT IS FIT FOR ANY PARTICULAR PURPOSE, OR EVEN IF THE PROPERTY IS FIT FOR THE ORDINARY PURPOSE FOR WHICH IT IS NORMALLY USED, AND RECIPIENT SPECIFICALLY WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE PROPERTY OR WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE OR THE PURPOSE FOR WHICH IT IS NORMALLY USED.

IN NO EVENT, SHALL RECIPIENT BE ENTITLED TO CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER.

IN WITNESS WHEREOF, The LTA and RECIPIENT have executed this Bill of Transfer as of - _____.

LTA
Executive Director

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL'S OFFICE

Name: Mary Gilbert
Dated: _____

Shirley L. Murphy, Deputy County Counsel
Dated: _____

RECIPIENT

Name: _____
Dated: _____
Tax I.D. _____

BILL OF SALE

In consideration of the sum of \$_____.00, receipt of payment hereby acknowledged, the San Benito County Local Transportation Authority ("LTA"), hereby transfers, conveys and assigns to _____ ("BUYER"), his successors and assigns, all of the LTA's right, title and interest in and to a used van ("PROPERTY"), described as follows:

Vehicle	VIN (last 5 digits)	Vehicle Year/Make	Passenger Capacity	Mileage

The LTA and BUYER shall agree to abide by the following terms and conditions:

1. The LTA warrants and represents that it is the sole owner of the PROPERTY and that the property is free and clear of all liens, encumbrances, security interest and any claims to title.
2. This Bill of Sale may be relied upon as conclusive proof that the property has been transferred to BUYER.
3. This Bill of Sale has been prepared, negotiated and executed, and shall be construed in accordance with, the laws of the State of California.
4. BUYER shall remove the LTA's decal still on the vehicle within 15 days of the transfer or before use of the vehicle.
5. BUYER acknowledges receipt of this Bill of Sale and understands there is no guarantee or warranty, expressed or implied, with respect to the above-described property. It is also understood that the above-stated vehicle is sold in "as is" condition.
6. BUYER assumes full responsibility for all risk of injury or loss, including death, which may result from the transfer of this PROPERTY.
7. BUYER agrees to hold harmless, release, waive, and covenant not bring suit, and claims against the LTA (its officers, agents or employees) by reason of any accident, illness, injury or death, or damage to or loss or destruction of any property arising or resulting from the transfer of the PROPERTY.
8. In the event any action or proceeding is brought by either party hereto against the other party hereto by reason of the breach or enforcement of this Bill of Sale, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or proceeding, including reasonable attorneys' fees. Any action or proceeding relating to or arising out of this Bill of Sale shall be filed, if a state action, in the Superior Court of the State of California for the County of San Benito, or if a federal action, in the United States District Court for the Northern District of California.
9. EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS BILL OF SALE, THE LTA AND BUYER ACKNOWLEDGE AND AGREE THAT THIS IS A NON-WARRANTY BILL OF SALE AND THAT BUYER IS RECEIVING THE PROPERTY WITHOUT ANY WARRANTIES, WHETHER

EXPRESS OR IMPLIED, AND WHETHER PURSUANT TO THE CALIFORNIA UNIFORM COMMERCIAL CODE, OR OTHERWISE. TO THE EXTENT ANY WARRANTIES WOULD APPLY TO THE PROPERTY OR THIS TRANSACTION, BUYER UNCONDITIONALLY WAIVES, AND THE LTA DISCLAIMS, ANY SUCH WARRANTIES.

BUYER FURTHER EXPRESSLY ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY IN AN "AS IS," "WHERE IS" CONDITION, WITH ALL ITS FAULTS. BUYER HAS INSPECTED THE PROPERTY AND IS SATISFIED THAT THE PROPERTY IS COMPLETELY AS DESCRIBED HEREIN AND IS IN GOOD CONDITION. THE LTA HAS NOT INSPECTED THE PROPERTY, DOES NOT KNOW IF THE PROPERTY IS COMPLETELY AS DESCRIBED HEREIN, NOR DOES THE LTA KNOW THE PURPOSE TO WHICH BUYER WILL PUT THE PROPERTY. THE LTA MAKES NO REPRESENTATION CONCERNING THE VALUE OF THE PROPERTY.

THE LTA DOES NOT WARRANT THE MERCHANTABILITY OF THE PROPERTY OR WHETHER IT IS FIT FOR ANY PARTICULAR PURPOSE, OR EVEN IF THE PROPERTY IS FIT FOR THE ORDINARY PURPOSE FOR WHICH IT IS NORMALLY USED, AND BUYER SPECIFICALLY WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE PROPERTY OR WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE OR THE PURPOSE FOR WHICH IT IS NORMALLY USED.

IF THE LTA BREACHES ITS WARRANTY OF TITLE, BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE RECOVERY OF AN AMOUNT EQUAL TO THE FAIR MARKET VALUE OF THE PROPERTY AS OF THE DATE HEREOF AND, IN NO EVENT, SHALL BUYER BE ENTITLED TO CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER.

By signing the Bill of Sale, the LTA and BUYER acknowledge items one through nine (1-9) above, and agree to the conditions outlined above.

IN WITNESS WHEREOF, the LTA and BUYER have executed this Bill of Sale as of _____, _____.

LOCAL TRANSPORTATION AUTHORITY
EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL'S OFFICE

Name: Mary Gilbert, Executive Director

Shirley L. Murphy, Deputy County Counsel

Dated: _____

Dated: _____

BUYER

Name: _____

Dated: _____ Tax I.D. : _____