

RE: KISTA 2023 Used School Bus Sale

Dear Sir or Madam:

Our Firm acts as Financial Advisor to the Kentucky Interlocal School Transportation Association (KISTA). Over the past 29 years, we have assisted KISTA in conducting a competitive, joint bidding process for the sale of surplus school buses.

The 2022 sale involved 97 used school buses. We have scheduled this year's sale to take place on Tuesday, May 9, 2023 at 10:00 a.m. (ET) and that all the school bus units will be made available to the successful bidders on or before June 30, 2023.

KISTA arranges for the appropriate legal advertisements to comply with Kentucky State Law in the bidding process. In order to participate in the pool, your board would be required to adopt the enclosed resolution. There is no cost to a participant district in order for them to utilize the services of KISTA in this program.

Each participating school district will be allowed seven (7) business days following the opening of the bids to accept or reject any or all bids received for their buses. The attorneys to KISTA will handle all public advertisement of the bidding, waivers of liability, and other Kentucky Department of Education requirements. Participation in the used bus sale is strictly voluntary.

You must be willing to release title to the buses to the successful purchaser no later than June 30, 2023.

Enclosed herewith is an inventory form to be completed for each used school bus that you wish for KISTA to advertise for sale. All items must be completed on the inventory form; there can be no exceptions. It is imperative that we have the vehicle identification numbers on each unit.

Our time frame is as follows:

1. School bus inventory forms must be received from each participant no later than

KISTA
Attn: Kimberly Grote
c/o RSA Advisors, LLC
147 E. Third Street
Lexington, KY 40508

Inventory forms may also be sent by email to Kimberly Grote at kgrote@rsamuni.com

Should you have any questions of the program please contact Lincoln Theinert at our office at 800-255-0795.

Sincerely,

A handwritten signature in black ink, appearing to be 'L Theinert', with a long horizontal flourish extending to the right.

Lincoln Theinert

Enclosure

WHEREAS, the Board has determined that certain used school buses owned by the Board are no longer suitable for use by the Board in the transportation of students, and

WHEREAS, the Board desires to participate in the Pooled Used Bus Sale ("PUBS") conducted on behalf of participating Kentucky school districts ("Participating Districts") by the Kentucky Interlocal School Transportation Association ("KISTA"), and

WHEREAS, KISTA will act for and on behalf of those school districts participating in PUBS for 2023 by effecting published advertisements as required by law and notifying those prospective purchasers interested in used school buses ("Vehicles"), and

WHEREAS, KISTA will make the bidding information available to prospective purchasers requesting same and require that bids for all buses offered be submitted for consideration by KISTA on an Official Bid Form to be delivered to the address specified by KISTA on or before the sale date and hour indicated, and

WHEREAS, bids will be opened and considered by KISTA at the time stated and the successful bidders determined for each Vehicle, and

WHEREAS, upon determination of the successful bidders KISTA will notify the successful bidder and refer the successful bids to the respective Participating District for the respective Vehicle, and

WHEREAS, KISTA is not the owner of the Vehicles and is merely acting as a clearing house for Participating Districts in conducting a pooled, publicly advertised, competitive sale of the Vehicles, and

WHEREAS, KISTA, in cooperation with Participating Districts, has prepared the "KISTA Used School Bus Listing" attached to and made a part of the Official Bid Form on which are listed the model, model year, vehicle identification number, engine type, transmission type, brake type, mileage, and specific condition, as well as the respective Participating District which owns each Vehicle, and

WHEREAS, upon its receipt of bids KISTA will calculate the best bid received for each Vehicle and notify the Participating District owner which may accept or reject such bid by formal action within the time specified from the bid opening, and

WHEREAS, the Board has determined that it desires to participate in PUBS for 2023 and the Superintendent at the direction of the Board has supplied the specific information to KISTA for preparation of the required

on behalf of the Board, if the Superintendent determines, in his/her sole discretion, that the purchase price offered for the Board's Vehicle(s) is acceptable, without any further action of this Board.

4. That the Chairman and Secretary of the Board are hereby authorized to execute such Bills of Sale, Transfer of Title or other legal documents in order to effect the sale and delivery of the Vehicles identified in Exhibit B hereto, if and when the Superintendent determines that the sale price for said Vehicles is acceptable. Notwithstanding anything herein to the contrary, the Superintendent shall be empowered to reject all bids or accept bids for only selected Vehicles, as the case may be, in the discretion of the Superintendent.
5. That the adoption of this Resolution shall in no way bind the Board to the sale of the Vehicles unless and until the Superintendent executes on the Board's behalf the Contract of Sale for Used School Buses.
6. That in the information supplied prospective bidders by KISTA under the Official Terms and Conditions of Sale of Vehicles and in the Contract of Sale for Used School Buses identified as Exhibit A hereto, it shall be expressly stated that the Vehicles are offered, sold, and delivered without expressed or implied warranty with regard to use or condition; however, the Superintendent is authorized and directed under the terms of this Resolution to make a realistic appraisal of the condition of the Vehicles offered to KISTA and prospective bidders in order to avoid misunderstandings.

Passed and adopted this _____ day of _____, 2023.

Chairman, Board of Education of

ATTEST:

Secretary

____ Blue _____
____ Carpenter _____
____ Other _____ Rear: _____ ☐ ☐ ☐

Engine Type: _____ Bus Mileage: _____

____ Gasoline
____ Diesel

Engine Make: Brake Type: _____ Bus Side Number: _____

____ Ford
____ Chevrolet

Bus

Operating Condition:

____ International _____ Operable
____ Other _____ Inoperable

Engine Size: _____ Transmission Type: _____

Number Cylinders: _____ Automatic
Size (Cubic Inches or Liters): _____ Standard

Check the statement which generally best describes this bus unit:

- ☐ Bus is well maintained and is in good operating condition.
- ☐ Bus is well maintained and is in fair operating condition.
- ☐ Bus is well maintained, but is in poor operating condition.
- ☐ Bus is inoperable and can be used for parts.

List any physical damage to the body of the bus: ☐ None

Explain:

List any mechanical defects you are currently aware of the drivetrain: ☐ None

Explain:

and,

WHEREAS, the Buyer has submitted a signed offer for the purchase of the Bus Units hereinafter identified, which was determined by KISTA, and confirmed by the Seller, to be the highest and best bid submitted for said Bus Units, and

WHEREAS, the Buyer has conformed to the Official Terms and Conditions of Sale of Vehicles and has posted the required good faith deposit of 10% of the Purchase Price hereinafter specified for said Bus Units with KISTA, and

WHEREAS, the Seller has by action of its Board of Education duly authorized the acceptance of the offer of the Buyer for the purchase of the Bus Units.

**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN
CONTAINED AND THE PAYMENT OF THE PURCHASE PRICE BY THE BUYER, IT IS AGREED
BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The Seller hereby agrees to sell and the Buyer hereby agrees to purchase _____ Bus Units as identified in Exhibit A to this Contract for the total Purchase Price of \$ _____ (the "Purchase Price").

2. The Buyer having deposited the sum of \$ _____, representing 10% of the Purchase Price, the Balance of the Purchase Price \$ _____ is due and payable to the Seller in cash, cashier's or certified check, or money order on or before a date two weeks from the date of this Contract, which date shall be the Delivery Date by which the Buyer shall be required to take delivery at the principal office of the Seller.

The Buyer shall arrange with the Seller for (i) the payment of the balance of the Purchase Price to the Seller and (ii) the establishment of a fixed Date of Delivery, which Date of Delivery must be a date within two weeks of the date of this Contract as shown above, unless with the written consent of the Seller.

3. The Buyer understands and agrees that the Bus Units are and have been offered for sale "As Is", and the Buyer has made such inspection of the Bus Units as it deems appropriate for its own purposes and understands and agrees that there is no warranty regarding the use or condition

property of the Seller within two weeks of the date of this Contract or the Buyer shall be in default under the terms of the sale of the Bus Units and the 10% good faith deposit shall be forfeited to the Seller.

9. The Seller certifies that the make, model, year, and serial number for the used vehicles identified in Exhibit A to this Contract are true and correct.

10. All taxes and fees due and payable relating to the transfer of the vehicles from the Seller to the Buyer and any taxes and fees that become due subsequent to the transfer of said Bus Units shall be the sole responsibility of the Buyer.

11. From the time of delivery of the Bus Units purchased hereunder, the Buyer shall be responsible for all insurance relating to such Bus Units, including collision, liability, and property damage and no loss, theft, injury, damage or destruction of the Bus Units sold hereunder shall in any manner release the Buyer from its obligations under this Contract following receipt of delivery of said Bus Units.

12. This Contract and all rights and obligations of the parties hereto shall be interpreted and governed by the laws of the Commonwealth of Kentucky and any provision hereof contrary to such laws shall not affect the validity of any other provision of this Contract.

IN WITNESS WHEREOF the parties have signed this Contract of Sale as of the date first above written.

SELLER
BOARD OF EDUCATION OF
_____, KENTUCKY

By _____

Title

Post Office Address

Telephone

Contact Person

INSTRUCTIONS FOR EXECUTION OF CONTRACT (IN TRIPLICATE):

- 1) SCHOOL DISTRICT SHOULD (A) DATE CONTRACT (B) FILL IN AMOUNTS (C) SIGN CONTRACT
- 2) CHECK EXHIBIT A TO CONTRACT FOR ACCURACY - DOES TOTAL ON EXHIBIT MATCH AMOUNT FILLED IN CONTRACT
- 3) SEND TWO (2) FULLY FILLED IN AND SIGNED COPIES OF CONTRACT TO BUYER AS SOON AS POSSIBLE WITH REQUEST ONE SIGNED COPY BE RETURNED - KEEP ONE COPY FOR DISTRICT'S RECORDS
- 4) BUYER SHOULD RETURN ONE SIGNED COPY OF CONTRACT TO DISTRICT
- 5) BUYER SHOULD CONTACT DISTRICT REPRESENTATIVE TO ARRANGE FOR PAYMENT AND DELIVERY