



**Southwestern Ohio Educational Purchasing Council &
Ohio Mid-Eastern Regional Educational Service Agency**

**Cooperative School Bus Purchasing Program 2019-20
Vendor Specifications & Forms**

**Conventional, Transit, Handicapped
& Type A School Buses**

Vendor:

Print/Enter vendor name above

**Return Entire Packet
Due Date: October 31, 2019**

**Southwestern Ohio Educational Purchasing Council
303 Corporate Center Drive, Suite 208
Vandalia, OH 45377**

**SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL &
OHIO MID-EASTERN REGIONAL EDUCATIONAL SERVICE AGENCY**

SCHOOL BUS PURCHASE PROGRAM

2019-2020 Calendar

School Bus Purchase Survey to Districts	June 11, 2019
Sample Board Resolution & Bidding Information to Districts	June 11, 2019
Board Resolution of Intent to Participate Returned to EPC by	August 23, 2019
Legal Notice Advertising for Bids in Newspaper	August 30 & September 6, 2019
Pre Bid Conference Call with Bus Vendors	September 27, 2019 – 10:00 am
Bid Opening & Reading at the EPC Office	October 31, 2019 - 1:00 pm
Bids Shall Be Firm for 75 Days	October 31, 2019 – January 14, 2020
School Boards Accept/Reject Bids	October 31, 2019 – January 14, 2020
First Vendor Purchasing Report & Check Due	January 31, 2020
Last Vendor Purchasing Report Due & Check Due	October 31, 2020

**Note: A school bus ordered on January 14, 2020
MUST be delivered to the school districts not later than August 9, 2020**

**Bus Purchasing Information and Forms may be obtained from
the EPC Website: www.epcschools.org/bus.html**

**Bus Specifications
Vendor Bid Form**

INDEX

Legal Notice	4
Instructions to Bidders	5-9
School Buses to be purchased	10-11
Bidder Agreement-Verification Statement	12
Non-Delinquent Personal Property Tax	13
Delinquent Personal Property Tax Form	14
Non-collusion Affidavit	15
Bidders Checklist	16

Appendix A - Conventional Options/Specifications

Appendix B - Transit Options/Specifications

Appendix C - Type A Bus Options/Specifications

Appendix D - Trade-In Info/Price Form

Appendix E- Alternate/Stock Units Conventional Options/Specifications

Use Appendix A Form and indicate ALTERNATE in ALL CAPS on form OR Use your own document

Appendix F- Alternate/Stock Units Transit Options/Specifications

Use Appendix B Form and indicate ALTERNATE in ALL CAPS on form OR Use your own document

Appendix G- Alternate/Stock Units Type A Bus Options/Specifications

Use Appendix C Form and indicate ALTERNATE in ALL CAPS on form OR Use your own document

ALL FORMS MAY BE DOWNLOADED HERE: www.epcschools.org/bus.html

**SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL &
OHIO MID-EASTERN REGIONAL EDUCATIONAL SERVICE AGENCY
LEGAL NOTICE**

Sealed proposals will be received for approximately 151 (one-hundred and fifty-one) or more school buses by the Southwestern Ohio Educational Purchasing Council and the Ohio Mid-Eastern Regional Educational Service Agency on behalf of 75 (seventy-five) member School Boards of Education and all members of the Southwestern Ohio EPC and Ohio Mid-Eastern Regional Educational Service Agency at the office of the EPC, 303 Corporate Center Drive, Suite 208, Vandalia, Ohio 45377, until 1:00 p.m. EDST, Thursday, October 31, 2019 and will be publicly opened and recorded thereafter. No bid shall be permitted to be withdrawn without the express approval of the EPC except as provided under the Ohio Revised Code and said bid shall be firm for seventy-five days (75) from date received. All bids and the EPC/OMERESA Cooperative School Bus Program evaluations will be electronically sent to each participating member Boards of Education that will then review and accept or reject their desired bids.

Separate and independent bids will be received with respect to the integrated units and will state that the buses when assembled and prior to delivery, shall comply with all participating member school district specifications, all safety regulations and current Ohio minimum standards for school bus construction as per the department of education adopted by and with the consent of the director of highway safety pursuant to section 4511.01 of the Ohio Revised Code and all other pertinent provisions of law for the following school bus chassis and bodies:

- | | | |
|--|---------------------------------------|-----------------------------------|
| 1 or more – 54 Passenger Conventional | 4 or More – 36 Passenger Handicapped | 12 or More – 72 Passenger Transit |
| 1 or more – 65 Passenger Conventional | 9 or more – 48 Passenger Handicapped | 8 or More – 77 Passenger Transit |
| 1 or More – 71 Passenger Conventional | 2 or More – 65 Passenger Handicapped | 25 or more – 78 Passenger Transit |
| 49 or More – 72 Passenger Conventional | 1 or More – 71 Passenger Handicapped | |
| 23 or More – 78 Passenger Conventional | 12 or More – 72 Passenger Handicapped | 1 or more – 10 Passenger Type A |
| | | 5 or more – 14 Passenger Type A |

Instructions to bidders and specifications for the above bus units are on file and may be obtained at EPC, 303 Corporate Center Drive #208, Vandalia, OH 45377 on behalf of the Boards of Education of the following participating member school districts:

- | | | | |
|------------------------------|------------------------------|-----------------------------------|--------------------------------|
| Anna Local Schools | Fairfield City Schools | Miller City-New Cleveland Schools | St Marys City Schools |
| Antwerp Local Schools | Fairlawn Local Schools | Milton Union Ex Village Schools | Tecumseh Local Schools |
| Apollo Career Center | Fort Loramie Local Schools | Minster Local Schools | Three Rivers Local Schools |
| Blanchester Local Schools | Fort Recovery Local Schools | New Lebanon City Schools | Tipp City Ex Village Schools |
| Bradford Ex Vlg Schools | Franklin City Schools | New Richmond Ex Vlg Schools | Tri County North Local Schools |
| Centerville City Schools | Garaway Local Schools | Noble Local Schools | Tri Village Local Schools |
| Clark Shawnee Local Schools | Greenon Local Schools | Northeastern Local Schools | Triad Local Schools |
| Clinton Massie Local Schools | Greenville City Schools | Northmont City Schools | Troy City Schools |
| Columbus Grove Local Schools | Hardin Houston Local Schools | Northwest Local Schools | Urbana City Schools |
| Cory-Rawson Local Schools | Indian Creek Local Schools | Parkway Local Schools | Versailles Ex Vlg Schools |
| Coshocton City Schools | Jackson Center Local Schools | Paulding Ex Vlg Schools | Wapakoneta City Schools |
| Covington Ex Vlg Schools | Leetonia Ex Vlg Schools | Piqua City Schools | Wayne Trace Schools |
| East Clinton Local Schools | Loveland City Schools | Preble County ESC | Waynesfield Goshen Schools |
| East Liverpool City Schools | Lynchburg Clay Local Schools | Preble Shawnee Local Schools | West Carrollton City Schools |
| East Palestine City Schools | Mad River Local Schools | Richard Allen Schools | West Liberty Salem Schools |
| Edgewood City Schools | Marion Local Schools | River View Local Schools | Williamsburg Local Schools |
| Edison Local Schools | Martins Ferry City Schools | School of Bright Promise | Winton Woods City Schools |
| Elida Local Schools | Mason City Schools | Shawnee Local Schools | Yellow Springs Ev Vlg Schools |
| Fairborn City Schools | Miami East Local Schools | Sidney City Schools | |

The EPC, OMERESA and participating member Boards of Education reserve the right to accept or reject any and all bids. Each participating member Board of Education shall accept or reject and contract directly with the supplier as per specifications as provided and selected by said member Board of Education.

Southwestern Ohio Educational Purchasing Council
Stephanie Zinger, EPC Fiscal Officer

Cooperative School Bus Purchasing Program

Instructions to Bidders:

- A. Bids on the item(s) specified in the accompanying sheets will be accepted at the Southwestern Ohio Educational Purchasing Council, 303 Corporate Center Drive, Suite 208, Vandalia, OH 45377 until 1:00 PM, EDT, Thursday, October 31, 2019. Bid specifications will be provided in electronic format and must be returned both in hard copy and electronically. Bidders shall provide only ONE sealed bid (hard copy) to the EPC which is valid for each individual school district. **Deliver to Southwestern Ohio EPC, 303 Corporate Center Dr Ste 208, Vandalia OH 45377.** The electronic version of the bid shall be returned via email to robin.houston@epcschools.org by 1:00 p.m. on October 31, 2019. ALL bid documents including brochures MUST be sent electronically. Individual hard copies are no longer being requested for each district, but must be made available if requested.
- B. All bids shall be made on the forms provided in this notice and shall include all delivery charges to Participating Member School District in the final total.
- C. As stated in Section 3327.08 of the Ohio Revised Code: As of September 29, 2017 - a Bid Bond is no longer required.
- D. The Participating Board of Education reserves the right to accept or reject any or all bids or parts thereof. In awarding the contract, EPC and the Participating Board of Education reserves the right to consider all elements entering into the question of determining the responsibility of the bidder including, but not limited to, quality, utility and service facilities available. The Board of Education may waive defects in the form of the bid when no prejudice will result to the rights of any bidder or the public. In the event that the State subsidy is not granted, or is in any way reduced, the Board reserves the right to use this as cause for rejecting any and all bids.
- E. The Board of Education retains the prerogative of including all conditions and specifications of bidding in the contract with the successful bidder as set forth in other sections of this set of documents.
- F. All conditions of insurance, delivery and transport are applicable to Bidders.
- G. Each bidder shall submit with their proposal: their complete name, whether they are an individual a partnership or corporation, their principal office, their official representative; if a corporation, when incorporated and in what State; if a partnership, date of organization and name and address of principal partners; the number of years of experience in supplying and installing requested material and equipment. Also, each bidder shall indicate on the "Bidder Profile" form whether they are a Factory Authorized Dealer and whether they are contracted by the factory to directly service and sell parts for the model(s) bid. (Please complete the form contained herein and submit with the Bid Documents.)
- H. Pursuant to AM Sub. HB379, Section 5719.042 of the Ohio Revised Code, the successful bidder(s) will provide a statement indicating that the bidder does or does not have **delinquent personal property taxes due.**

In the event that the bidder does have delinquent personal property taxes due, the district Treasurer must transmit a copy of the statement from the successful bidder to the County Treasurer. Any delinquent personal property tax may be cause for rejection of any and all bids submitted.

- I. Bids shall be submitted on the bid sheets supplied by the EPC and shall be for one complete integrated unit that the Board of Education is considering.
- J. Federal and state taxes for which a board of education is exempt should not be included.
- K. All Bidders are advised that they must be a **Factory Authorized Dealer** in order to submit a bid. All bidders must be able to directly sell service and supply parts for the unit(s) bid and they must be directly contracted by the factory for the specific model(s) bid.
- L. Bidders are specifically denied the right to assign their interests in the bid or resulting contract or to subcontract any portion of the work except as hereinafter stated without the written approval of the Participating Board of Education
- M. In the event the bidder intends to subcontract any part of the work, the same information called for previously, with respect to the bidder, shall be furnished for each proposed subcontractor. Substitutions of subcontractors will not be permitted without the prior written approval of the owner.
- N. Check your bid carefully because it cannot be corrected after bids are opened. Bidders must deliver at prices quoted even if prices are quoted in error.
- O. All blanks or spaces must be filled in or, if not applicable marked as N/A. Incomplete bids are subject to rejection.
- P. All requests for bid clarification or modification must be made in written form and emailed to: Robin Houston at robin.houston@epcschools.org **at least fifteen (15) days prior to the bid opening.** Such clarification (or modification) shall be clearly noted on the applicable portion of the bid document(s), cost changes noted and such shall be initialed by the bidder.
- Q. All prices quoted in the bid proposal form **must** be stated in such language that the total price of a unit can be determined at the time of bid opening.

No so-called escalator clauses will be accepted. All prices quoted in the bid proposal form **MUST** hold firm for a period of **seventy-five (75) calendar days after the bid opening date.**
- R. The successful bidders, when requested, are required to inform the Superintendent or his designee, on behalf of the Participating Board of Education, of production schedules, dates of shipment and other information related to delivery of these units.
- S. The Factory Authorized Body Dealer shall include in his bid the cost of delivering the completed unit to the point in Ohio designated by the Participating Board of Education. The factory Authorized Dealer shall deliver the completed unit to the point as hereinafter specified.
- T. The Factory Authorized Dealer is liable and responsible for the complete unit until the complete unit is delivered to the purchasing school.
- U. Scope of Work: The work required under these specifications shall include all labor, materials, equipment, services and prepaid transportation necessary for the complete delivery to the Participating Board of Education.
- V. **Complete pre-delivery service** shall be done by the successful local Factory Authorized Dealer within five-(5) calendar days after the date he receives the school bus. The successful local Factory

Authorized Dealer shall notify the Participating Board of Education when the school bus has been serviced and is ready for delivery to the school district and shall, if requested by the Board of Education, deliver the school bus to the school district, at no additional charge.

- W. The successful bidders must supply the bus as specified, except items listed as options may be indicated as "not available" (N/A). The completed bus must meet or exceed all local, State of Ohio, and Federal regulations, standards, or law, the Ohio or Federal provisions shall take precedence. This must be noted on the bid form.
- X. The Participating Board of Education accepts responsibility for the units only after physical delivery, acceptance of satisfactory units and the conditions as stated in Section Y herein.
- Y. Acceptance of an integrated unit will be the **date the State Highway Patrol inspects the complete bus, and indicates the bus has been inspected and all safety requirements have been met, and that a decal is affixed to the side of the bus by the State Highway Patrol.** Acceptance of the bus does not relieve the Factory Authorized manufacturer from full compliance with all state and federal standards or bid specifications contained herein.
- Z. The school bus Factory Authorized manufacturer shall furnish an electronic copy (website link) of the proper Maintenance Shop Service Manual, including the **Engine Manual** to the Board of Education at the time of delivery to the Participating School District. This is not to be construed to mean Owner's Manual. A hard copy should be made available to a district upon request. These website links should also be communicated to the EPC so they can post on their website.
- AA. The Factory Authorized manufacturer shall furnish an electronic copy of the proper **Maintenance Shop Service Manual** and Parts List to the Board of Education at the time of delivery to the Participating School District. This is not to be construed to mean Owner's Manual. A hard copy should be made available to a district upon request. These website links should also be communicated to the EPC so they can post on their website.
- BB. No bid shall be regarded as complete unless a cut and description of each item is included in the proposal. The cut must be attached to the page containing the item(s) being quoted on. All other related brochures, literature and specifications on the school bus body and school bus chassis plus options must accompany the bid documents (duplicate). Applicable items in the brochure, literature and specifications should be specifically highlighted or noted for the purpose of clarifying the same.
- CC. If requested, documentation from the manufacturer proving the chassis or body meets all specifications must be presented within 7 days.
- DD. If reinstallation or repair during the guarantee or warranty period is required, this work shall be done while school is NOT in session unless special arrangements are made in advance with the Superintendent or his designee.
- EE. If any options or modifications specified on the body or chassis nullify any part of the manufacturer's warranties, the dealer must assume the responsibility of providing the warranty. The length and conditions of the warranty shall be the same as that which would have been provided by the manufacturer had the option or modification not nullified the manufacturer's warranty.
- FF. Warranty work and/or work covered by extended warranties shall be performed directly by the Factory Authorized Dealer having sold the unit(s) to the Participating Board of Education. Assignment of warranty or extended warranty work by the selling Factory Authorized Dealer is expressly forbidden under the terms of the purchase.

In the event that the "Original" successful Factory Authorized Bidder/Dealer closes its operations or loses its status as a factory authorized dealer prior to delivery of the unit(s) bid to the Participating Board of Education or during the life of the Basic or Extended Warranties on the units sold to the Participating Board of Education, said "original" dealer shall immediately notify the Participating Board of Education of either fact in writing.

Also, said "original" bidder/dealer shall be responsible for immediately making arrangements for another factory authorized dealer in the immediate Participating Board of Education market area to assume, without interruption, the continuance of the original delivery schedule for the unit(s) bid-purchased and/or the Basic or Extended Warranty service as bid and/or purchased. Such arrangements shall be made in concert and in good faith with the Participating Board of Education or its designee.

1. The name and address of the "new" factory authorized dealership.
2. The name of the Chief Executive Officer of the "new" factory authorized dealership.
3. Affirmation that the "new" factory authorized dealer is contracted by the factory to directly sell, service, and supply parts for the unit(s) purchased, and that the factory authorized dealership is contracted by the factory for the specific units bid/purchased.
4. The coverage of Basic and Extended Warranties work will be handled by the "new" factory authorized dealership for the life of the warranties.
5. The document shall be signed and dated by the Chief Executive Officer (C.E.O.) of the "new" factory authorized dealership and a representative of the factory producing the units who is responsible for the area related to factory-authorized dealerships.

In no way are the provisions of this article to be considered as setting aside the requirements and provisions of the "Instructions to Bidders" or any other rights or prerogatives of the Participating Board of Education found in this document.

- GG. Trade-in allowance for buses will be considered by the participating school district in determining the final net price bid if a trade-in bus is offered. The participating school districts reserve the right to decide if the bus will be traded in until the day the new bus is delivered.
- HH. Trade-in allowances: On the form provided, the bus bidder should indicate the trade-in allowance for the buses listed. The Participating Board will decide what buses will be traded.
- II. If a trade-in bus is part of a contract, the bus to be traded in will be released to the successful bidder upon acceptance of the new bus pursuant to Sections Y and Z herein.
- JJ. "Acceptance of this contract/agreement of authorization is evidence of your intent to comply with Title VI-VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act which prohibits discrimination because of Race, Color, National Origin, Handicap, (Age, Sex and/or Religion, where applicable) in any discrimination is a bona fide, documented business necessity."
- KK. The contracting Member Board of Education will make payment to the supplier within thirty (30) days upon receipt and acceptance of school bus as per section Y after vehicle has been completely inspected and all safety requirements have been met, and the State decal has been affixed to the side of the bus or buses by the State Highway Patrol.
- LL. Cash discounts of ten (10) days or less will be considered in determining the final net price of bid. Cash discounts will be considered earned if payment is made within the time stipulated after meeting

requirements in Y and BB or upon receipt of correct invoice, whichever is later.

MM. The successful bidder shall furnish the certificate of Title of each new bus and deliver within thirty (30) days after delivery of vehicle. The Title shall be filed in the county where the vehicle is delivered.

NN. Liquidated Damages Clause:

Bidders must recognize that, in the event buses are not delivered to the purchaser on time, then, as a result, the purchasing school district will have problems with its transportation of students and suffer damages, including but not limited to the following: higher repair costs for buses; difficulties in scheduling bus routes and employees for coverage of bus routes; and/or rerouting and double routing buses in the current fleet. Bidders must further understand that, in light of the foregoing difficulties which will arise in the event of late delivery, and the difficulty in determining the actual amount of damages sustained, there will be a liquidated damage of at least \$25 per calendar day for each bus not delivered on time.

OO. Liquidated Damages Clause: School Bus Unit - 210 days - at least \$25 per day

The successful bidder shall deliver the completed buses to said School District within 210 consecutive calendar days following authorization to proceed, unless an extension of time is granted by the School District. There shall be an assessment of at least twenty-five dollars (\$25) per day per bus for each day the buses are not delivered by the required deadline date.

PP. The time line for establishing when Liquidated Damages start begins on the day the successful bidder receives a purchase order from the school district. School Districts may send a copy of the purchase order to the successful bidder to begin this time line.

QQ. A bus ordered on January 14, 2020 must be delivered no later than August 9, 2020.

RR. **Stock Unit bids must be disclosed at the bus bid opening on July 31, 2019.** Vendors must supply to ALL districts until gone as ordered on a first come, first serve basis.

SS. Vendors may extend bid pricing to beyond the deadline as long as both parties agree.

TT. **Reporting:** Each awarded vendor must provide reporting twice a year, which lists each school bus they have sold through the EPC/OMERESA bid. Please include date sold, district, type of bus(es) and total dollar amount paid for each bus on this report. Reports are to be in Excel format and shall be sent via email to: Robin.Houston@epcschools.org.

Sales Report Due	Sales Period Reflects
January 31, 2020	October 31, 2019 - January 14, 2020
October 31, 2020	January 15, 2020 - October 30, 2020

UU. **Administration Fees:** An Administrative Fee of \$100 per bus sold shall be paid based off reporting as referenced in TT. Checks are to be issued to The Southwestern Ohio Educational Purchasing Council and sent to: Southwestern Ohio EPC, 303 Corporate Center Dr, Ste 208, Vandalia OH 45377.

VV. **Buy American Act:** The manufacturer and/or dealer must provide a letter of certification stating their bus complies with the Buy American Act upon request. This is ONLY if requested by an individual school district.

Districts Participating: E= EPC District O= OMERESA District

Co-Op	School	Conv	#	Transit	#	Handi	#	Type A	#
E	Anna			84	1				
E	Antwerp					72	1		
E	Apollo Career Ctr	54	1						
E	Blanchester	78	1						
E	Bradford			84	1				
E	Centerville	72	4	84	5				
O	Buckeye Valley	65	1			65	1		
E	Clark Shawnee	78	1						
E	Clinton Massie			72, 84	2				
E	Columbus Grove			84	1				
E	Cory-Rawson			84	1				
O	Coshocton	72, 78	1						
E	Covington	78	1	84	1	72	1		
E	East Clinton			84	1				
O	East Liverpool	72	1			48	1		
O	East Palestine								
E	Eaton			84	1				
E	Edgewood	54, 72	2			36	1	10, 14	1
O	Edison			77	2				
E	Elida			84	2				
E	Fairborn	72	4						
E	Fairfield City	72	3			48	2		
E	Fairlawn								
E	Fort Loramie			84	1	72	1		
E	Fort Recovery								
E	Franklin			72	2	72	1		
O	Garaway	71	1						
E	Greenon	72	1			65	1		
E	Greenville			84	1	72	1		
E	Hardin Houston			84	1				
O	Indian Creek	78	2			72	1		
E	Jackson Center			84	1			14	1
E	Kettering	65,72,78	3			65, 78			
O	Leetonia	78	1						
E	Loveland	72	2			36	2		
E	Lynchburg-Clay	72	2						
E	Mad River	78	2			72	1		
E	Manchester	72	1						
E	Marion					36, 48	1		
O	Martins Ferry	78	1						

Co-Op	School	Conv	#	Transit	#	Handi	#	Type A	#
E	Mason	72	5						
E	Miami East			72	1				
E	Miller City-New Cleveland			84	1				
E	Milton Union	72	1						
E	Minster							14	2
E	New Lebanon	72	1						
E	New Richmond	72	1			48	1		
O	Noble	78	2			14	1		
E	Northeastern	72	1			71, 72	1		
E	Northmont			77	4				
E	Northwest	72	5			48	2		
E	Parkway	78	1	84	1				
E	Paulding					48	1		
E	Perry	78	1						
E	Piqua	78	2						
E	Preble ESC					72	2		
E	Preble Shawnee			72	1				
E	Richard Allen Schools	65	1						
O	River View	78	3						
O	School Of Bright Promise					65	1		
E	Shawnee	78	2	84	2				
E	Sidney			84	1				
E	St Marys			72	1				
E	Tecumseh								
E	Three Rivers	72	1					14	1
E	Tipp City	72	2	72	2		1		
E	Tri County North			72	1				
E	Tri Village								
E	Triad	78	1						
E	Troy	72	3	72	3				
E	Twin Valley					72	1		
E	Urbana	72, 78	2			72	1		
E	Versailles			84	1				
E	Wapakoneta			77	2				
E	Wayne Trace	72	2						
E	Waynesfield-Goshen	72	1						
E	West Carrollton	72	2						
E	West Liberty-Salem	78	2						
E	Williamsburg	72	1	84	1				
E	Winton Woods	72	2			48	1		
E	Yellow Springs					72	1		

AGREEMENT-VERIFICATION STATEMENT

I, _____, a duly authorized representative of the
(Individual)
_____ Company, do hereby state that the quotation as
submitted by said Company is a true and accurate quotation.

I FURTHER STATE THAT AS the duly authorized representative of the _____
Company, serving as the _____ with said Company, I am duly
(Title of Individual)
authorized to submit these quotations on behalf of the _____
Company.

I FURTHER STATE THAT AS the duly authorized representative of the
_____ Company, I, on behalf of said Company, accept and agree to
abide by all of the conditions as set forth in the "Request for Quotation".

AS REQUIRED BY YOUR "Request for Quotations" stated above, I hereby verify the fact
that the _____ Company is capable in every manner (with personnel,
necessary merchandise and financial resources) to furnish supplies for which we have
submitted quotations.

Authorized Representative

Title

Date

_____/_____
Phone/Fax

Email Address

**SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL &
OHIO MID-EASTERN REGIONAL EDUCATION SERVICE AGENCY**

Cooperative School Bus Purchasing Program

Certification of non-delinquent personal property taxes **Personal Property Taxes:**

Ohio Revised Code 5719.042 requires a taxing district's (board of education's fiscal officer) to obtain a statement from each successful bidder on any contract let by competitive bidding that the contractor has not been charged, as of the time the bid was submitted, with any **delinquent personal property taxes on** the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set for the amount of such due and unpaid delinquent taxes.

Ohio Revised Code - section 5719.042

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with **any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list,** in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

DELINQUENT PERSONAL PROPERTY TAXES

In accordance with AM SUB 379, Section 5719.042 of the Ohio Revised Code, I certify that I do not have delinquent personal property taxes due.

Signature: _____ *Date:* _____

Title: _____

Contact Person

Name of Firm
(Corporation/Partnership/Individual)

Telephone

By

Title

Date

Street Address

City/State/Zip

Before me, a Notary Public, in and for _____ County, Ohio came the affiant,
_____, who stated that the facts contained above are true of their own
knowledge.

Dated this _____ day of _____, 20____

Notary Public

NONCOLLUSION AFFIDAVIT

No bid will be accepted that does not have this form fully executed.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- (c) No attempt has been made or will be made by the bidder to insure any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf.
- (e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporation bidder.

(Individual)

(Corporation)

Date: _____

By: _____

This Non-collusion Affidavit must be submitted with the Bid

**SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL &
OHIO MID-EASTERN EDUCATION SERVICE AGENCY**
Cooperative School Bus Purchasing Program

Bidder's Checklist ✓

- _____ Have you read ALL specifications?
- _____ Have you filled in and signed the Bidder Profile Form?
- _____ Have you filled in the Bidder Verification Statement sheet?
- _____ Did you include your manufacturers warranties?
- _____ Did you enclose your Tax Statement signed by an authorized corporate officer, required by ORC 5719.042?
- _____ Have you enclosed the signed Non-collusion Affidavit?
- _____ Have you submitted copies of all base bids plus all options, all brochures, informational materials, etc.?
- _____ Did you submit one hard copy of your bid to the EPC?
- _____ Have you emailed electronic copies of bids and all documents to the EPC at Robin.Houston@epcschools.org?
- _____ Did you submit a handicapped bus floor plan?
- _____ Did you included a list of authorized and acceptable dealers for warranty work?
- _____ Did you complete and submit your Vendor Contact Information Form?
- _____ Did you note the dates that Reporting and Administrative Fees will be due?