



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

### Cooperative School Bus Purchasing Program 2020-21 Vendor Specifications & Forms

# Conventional, Transit, Handicapped & Type A School Buses

### **Vendor:**

Print/Enter vendor name above

Return Entire Packet
Due Date: October 30, 2020

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 2020-2021 Calendar

School Bus Purchase Survey to Districts

Sample Board Resolution & Bidding Information to Districts

Board Resolution of Intent to Participate Returned to EPC by

Legal Notice Advertising for Bids in Newspaper

Pre Bid Zoom Meeting with Bus Vendors

Bid Opening & Reading at the EPC Office

October 30, 2020 - January 13, 2021

June 9, 2020

School Boards Accept/Reject Bids October 30, 2020 – January 13, 2021

First Vendor Purchasing Report & Check Due January 31, 2021

Last Vendor Purchasing Report Due & Check Due October 31, 2021

Note: A school bus ordered on January 13, 2021

MUST be delivered to the school districts not later than August 8, 2021

Bus Purchasing Information and Forms may be obtained from the EPC Website: <a href="https://www.epcschools.org/bus.html">www.epcschools.org/bus.html</a>

## **Bus Specifications Vendor Bid Form**

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**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: <a href="www.epcschools.org/bus.html">www.epcschools.org/bus.html</a>

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

Sealed proposals will be received for approximately 123 (one-hundred and twenty-one) or more school buses by the Southwestern Ohio Educational Purchasing Council and the Ohio Mid-Eastern Regional Educational Service Agency on behalf of 59 (fifty-nine) 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 30, 2020 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 1 or more – 65 Passenger Conventional 40 or More – 72 Passenger Conventional 30 or More – 78 Passenger Conventional 1 or More – 84 Passenger Conventional 6 or More – 48 Passenger Handicapped 7 or more – 65 Passenger Handicapped 1 or More – 71 Passenger Handicapped 9 or More – 72 Passenger Handicapped 6 or More – 72 Passenger Transit 7 or More – 77 Passenger Transit 21 or more – 84 Passenger Transit

1 or more – 10 Passenger Type A 1 or more – 14 Passenger Type A

Instructions to bidders and specifications for the above bus units may be requested via email at Robin.Houston@epcschools.org on behalf of the Boards of Education of the following participating member school districts:

Anna Local Schools
Bath Local Schools
Beaver Local Schools
Bellefontaine City Schools
Blanchester Local Schools
Bluffton Ex Vlg Schools
Botkins Local Schools
Brookville Local Schools
Caldwell Ex Vlg Schools
Celina City Schools
Centerville City Schools
Clark Shawnee Local Schools
Coldwater Ex Vlg Schools
Columbus Grove Schools
Continental Local Schools

Coshocton City Schools
Crestview Local Schools
Eaton Community Schools
Edgewood City Schools
Felicity Franklin Schools
Forest Hills Local Schools
Franklin City Schools
Graham Local Schools
Greenon Local Schools
Greenville City Schools
Hardin Houston Local Schools
Hillsboro City Schools
Jennings Local Schools
Lynchburg Clay Local Schools
Marion Local Schools

Martins Ferry City Schools
Miami East Local Schools
Miamisburg City Schools
Miller City-New Cleveland Schools
Milton Union Ex Village Schools
Mississinawa Valley Schools
National Trail Local Schools
New Bremen Local Schools
New Lebanon Local Schools
Noble Local Schools
Northeastern Local Schools
Northmont City Schools
Perry Local Schools
Piqua City Schools
River View Local Schools

Riverside Local Schools
Shawnee Local Schools
Sidney City Schools
Springfield City Schools
St Henry Consolidated Schools
St Marys City Schools
Sycamore Community Schools
Tecumseh Local Schools
Tipp City Ex Village Schools
Triad Local Schools
Tri-Village Local Schools
Troy City Schools
Troy City Schools
Tuscarawas Valley Schools
Versailles Ex VIg 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 Treasurer

#### **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 30, 2020. 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 <a href="mailto:robin.houston@epcschools.org">robin.houston@epcschools.org</a> by 1:00 p.m. on October 30, 2020. 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 <a href="mailto:robin.houston@epcschools.org">robin.houston@epcschools.org</a> 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 much 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, 2021	October 30, 2020 – January 14, 2021
October 30, 2021	January 15, 2021 - October 29, 2021

- 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 District	Size	#	Size	#	Size	#	Size	#
Е	Anna			84	1				
Е	Bath			72, 84	2				
0	Beaver	72	2						
Е	Bellefontaine					48	1		
Е	Blanchester	78	1						
Е	Bluffton			84	1				
Е	Botkins	78	1						
0	Bridgeport								
Е	Bradford			84	1				
Е	Brookville	78	1						
0	Caldwell	72	1						
Е	Celina								
Е	Centerville	72	4	84	4	72	1		
Е	Clark-Shawnee	78	1						
Е	Columbus Grove			71	1				
Е	Continental	72	1						
0	Coshocton	72	2						
Е	Crestview			84	2				
Е	Eaton			84	1				
Е	Edgewood	72	2			48, 72	1	10, 14	1
Е	Felicity-Franklin	72	1			48	1		
Е	Forest Hills	72 ,78	5			65	3		
Е	Franklin	72	2	72	1	65, 72	1		
Е	Graham	72 ,78	1						
Е	Greenon	72	2			65, 72	1		
Е	Greenville	78	2	84	1				
Е	Hardin-Houston			84	1				
Е	Hillsboro	78	1						
Е	Jennings	72	1	72	1				
Е	Lynchburg-Clay	72	2						
Е	Marion			84	1				
0	Martins Ferry	78	1						
Е	Miami East	72							
Е	Miamisburg	72	3			48	1		
Е	Miller City-New Cleveland			84	1				
Е	Milton Union	72	2			48	1		
Е	Mississinawa	72	1						

Co- Op	School District	Size	#	Size	#	Size	#	Size	#
Е	National Trail	78	2			72	1		
Е	New Bremen	78	1	84	1	72	1		
Е	New Lebanon					71	1		
0	Noble	78	1			72	1		
Е	Northeastern	78	2			72	1		
Ε	Northmont			77	6				
Е	Perry Local	54, 65, 72, 78	1						
Е	Piqua	78	2						
0	River View	78	3						
E	Riverside	78	1						
E	Shawnee Local	78	1	84	1				
E	Sidney			84	1				
Е	Springfield					65	1		
0	St Clairsville-Richland								
E	St Henry			84	1				
E	St Marys			72, 84	1	48, 65, 72	1		
E	Sycamore	72	4						
Е	Tecumseh	72	1						
E	Tipp City	72 ,78	2	72, 77, 84	2	71	1		
E	Triad	78	1						
E	Tri-Village	78	1						
E	Troy	72	3						
0	Tuscarawas Valley	78	1						
E	Vandalia Butler			84	2				
Е	Versailles	78	1	84	1				
Е	Van Wert								
Е	Washington Court House	81	2						

### **AGREEMENT-VERIFICATION STATEMENT**

aly authorized representative of the
, do hereby state that the quotation as
e quotation.
presentative of the
with said Company, I am duly
of the
presentative of the
f of said Company, accept and agree to
Request for Quotation".
stated above, I hereby verify the fact
pable in every manner (with personnel,
o furnish supplies for which we have
Authorized Representative
Title
Date
Phone/Fax
Email Address

## SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL & OHIO MID-EASTERN REGIONAL EDUCAION 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 in 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 contracts 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:* \_\_\_\_\_\_ Name of Firm Contact Person (Corporation/Partnership/Individual) Telephone By Title Street Address Date 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 \_\_\_\_\_, 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 dibber 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:	Bv:	

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 <a href="mailto:Robin.Houston@epcschools.org">Robin.Houston@epcschools.org</a> ?
 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?