



Southwestern
Ohio Educational
Purchasing Council

Cooperative School Bus Purchasing Program 2010-11

Vendor Form

Conventional & Transit School Bus

Vendor:

Print vendor name above

**Return Entire Packet
Due Date: November 1, 2010**

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

SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL

SCHOOL BUS PURCHASE PROGRAM 2010-2011 Calendar

School Bus Purchase Survey to Districts _____ June 8, 2010

Sample Board Resolution & Bidding Information to Districts _____ July 12, 2010

**Board Resolution of Intent to Participate Returned to EPC by _____ September 2, 2010
10:00 a.m.**

**Meeting with Participating Districts _____ September 2, 2010
10:00 a.m.**

Legal Notice Advertising for Bids in Dayton Daily News _____ September 10, 2010

**Pre Bid Meeting with Bus Vendors _____ October 4, 2010
10:00 a.m.**

**Bid Opening & Reading at EPC Office _____ November 1, 2010
1:00 p.m.**

Bids Shall Be Firm for Seventy-Five (75) Days _____ November 1, 2010 – January 14, 2011

School Boards Accept or Reject & Make Awards _____ November 1, 2010 – January 14, 2011

Note: A school bus ordered on January 14, 2011 MUST be delivered to the school districts not later than August 12, 2011

Bus Purchasing Information and Forms can be obtained from the EPC Website:

www.epc-online.org/products/buses.htm

**Bus Specifications
Vendor Bid Form**

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Appendix A- Conventional Options/Specifications (Vendor must complete)

Conventional Tab on:

www.epc-online.org/products/Bus_Purchase_Documents/2010-2011/2010-11_Spreadsheet.xls

Appendix B- Transit Options/Specifications (Vendor must complete)

Transit Tab on:

www.epc-online.org/products/Bus_Purchase_Documents/2010-2011/2010-11_Spreadsheet.xls

Appendix C- Trade-In Info/Price Form (Vendor must complete)

www.Bus_Purchase_Documents/2010-2011/2010-11Bus_TradeIns.xls

Appendix D- ALTERNATE Conventional Options/Specifications

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

Appendix E- ALTERNATE Transit Options/Specifications

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

SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL LEGAL NOTICE

Sealed proposals will be received for approximately ninety-two (92) or more school buses by the Southwestern Ohio Educational Purchasing Council on behalf of thirty-eight (38) member School Boards of Education and all members of the Southwestern Ohio EPC at the office of the EPC, 303 Corporate Center Drive, Suite 208, Vandalia, Ohio 45377, until 1:00 p.m. EDST, Monday, November 1, 2010, 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 Cooperative School Bus Program evaluations will be 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:

2 or more	65 Passenger Conventional Buses
5 or more	71 Passenger Conventional Buses
39 or more	72 Passenger Conventional Buses
14 or more	77 Passenger Conventional Buses
3 or more	36 Passenger Handicapped Buses
5 or more	48 Passenger Handicapped Buses
4 or more	65 Passenger Handicapped Buses
5 or more	72 Passenger Handicapped Buses
5 or more	72 Passenger Transit Buses
10 or more	84 Passenger Transit Buses

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

Beavercreek City Schools
Bellefontaine City Schools
Bright Local Schools
Brookville Local Schools
Cedar Cliff Local Schools
Centerville City Schools
Clark Shawnee Local Schools
Dayton Christian Schools
East Clinton Local Schools
Eaton Community Schools
Fort Recovery Local Schools
Greenon Local Schools
Greenville City Schools
Huber Heights City Schools
Jefferson Township Local Schools
Kettering City Schools
Lebanon City Schools
Lynchburg Clay Local Schools
Mad River Local Schools

Mason City Schools
Miamisburg City Schools
Milton Union Exempted Village Schools
National Trail Local Schools
New Lebanon Local Schools
Northeastern Local Schools
Northridge Local Schools
Riverside of Miami Co Board of Developmental Disabilities
Shelby County Board of Developmental Disabilities
Sidney City Schools
Springfield City Schools
Tecumseh Local Schools
Tri Village Local Schools
Trotwood Madison City Schools
Troy City Schools
Urbana City Schools
Valley View Local Schools
Versailles Exempted Village Schools
West Carrollton City Schools

A bid bond in the full amount of the bid, or a certified check in an amount not less than ten percent (10%) of the combined base bid plus additive alternatives made out in favor of the Fiscal Officer of the Southwestern Ohio Educational Purchasing Council is required with all bids.

The EPC 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
Steffney O'Bryan, 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 office of the Southwestern Ohio Educational Purchasing Council, 303 Corporate Center Drive, Suite 208, Vandalia, OH 45377 until 1:00 O'CLOCK PM, LOCAL TIME, MONDAY, NOVEMBER 1, 2010 in sealed envelopes and each must be marked separately indicating the bids included. **Bids specifications will also be provided in electronic format and must be returned both in hard copy and electronically. The hard copy of the bid shall serve as the official document. Bidders shall also provide a separate sealed bid (hard copy) for each individual school district with name and units to be provided. The electronic version of the bid will be returned via email to all vendors requesting bid documents and shall be returned via email to ep_finance1@mdeca.org .**
- 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. All bidders shall, pursuant to Section 3313.46 of the Ohio Revised Code, supply a bid bond in the full amount of the bid or a certified check on a solvent bank in an amount not less than ten percent (10%) of the combined base bid plus all additive alternates submitted by the bidder drawn in favor of the Fiscal Officer of the Southwestern Ohio Educational Purchasing Council.

The Bid Bond or Certified Check will be retained as a guarantee that, if the proposal is accepted, a binding contract will be entered into and the performance of it secured including required warranties as herein noted. The EPC will retain the Bid Security of all bidders until a contract has been entered into with the lowest and best bidder, as determined by the Participating Board of Education and properly secured, or for seventy-five (75) days after bids are opened, whichever is less. If for any reason the successful bidder fails to enter into a binding contract with the Participating School Boards, he shall be indebted to the said Boards in an amount of 10% certified check or the bid bond of the full amount of his bid as a safeguard for liquidated damages sustained by reason of his failure to enter into a proper contract. The bid bond or certified check shall be retained by the EPC and distributed to member Boards toward the liquidated damage. No bid shall be withdrawn without the express approval of the EPC except as provided by under the Ohio Revised Code and said bid shall be firm for seventy-five days (75) from date received.

- D. When a vendor's bid is accepted and a contract entered into, the vendor will secure, by a Performance Bond of one hundred percent (100%) of the amount of the contract, the faithful performance of said contract if so requested by participating school district.

For clarification of Performance Bond requirements the said Bond shall be an option determined by each participating member School Board. If said member School Board contracts for school bus integrated units and desires the one hundred percent (100%)

Performance Bond said Bond would be provided to and in the name of the contracting School Board.

The Performance Bond will be provided as an option at the additional cost as per the following schedule: Cost per:

\$1,000	Performance Bond	\$ _____
\$10,000	Performance Bond	\$ _____
\$25,000	Performance Bond	\$ _____
\$50,000	Performance Bond	\$ _____
\$100,000	Performance Bond	\$ _____
\$400,000	Performance Bond	\$ _____

- E. 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.
- F. 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.
- G. All conditions of insurance, delivery, transport and performance bonds are applicable to Bidders.
- H. Each bidder shall submit, with their proposal, their complete name, whether they are an individual, partnership, or corporation, their principal office, their official representative; if a corporation, when incorporated and in what State; if a partnership, date, or 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.)
- I. 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.

- J. 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.
- K. Federal and state taxes for which a board of education is exempt should not be included.
- L. **A RECOMMENDED PRE-BID MEETING** will be held at the office of the Southwestern Ohio Educational Purchasing Council **on MONDAY, OCTOBER 4, 2010, AT 10:00 A.M.** It is **RECOMMENDED THAT ALL BIDDERS** attend this meeting.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. **All blanks or spaces must be filled in or, if not applicable marked as N/A.** Incomplete bids are subject to rejection.
- R. All requests for bid clarification or modification must be made in written form and emailed to: Robin Houston at ep_finance1@mdeca.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.
- S. 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.**
- T. 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.

- U. 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 Body Dealer shall deliver the completed unit to the point as hereinafter specified.
- V. The Factory Authorized Dealer is liable and responsible for the complete unit until the complete unit is delivered to the purchasing school.
- W. 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.
- X. **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.
- Y. 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.
- Z. 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 AA herein.
- AA. 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.
- BB. The school bus Factory Authorized manufacturer shall furnish two copies 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.
- CC. The Factory Authorized manufacturer shall furnish two copies 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.
- DD. 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.

- EE. If requested, documentation from the manufacturer proving the chassis or body meets all specifications must be presented within 7 days.
- FF. 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.
- GG. 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.
- HH. 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.

In the event that such a situation occurs (as described above in this article), all final arrangements to have another factory dealer assume the responsibilities of the original bidder/ vendor shall be placed in written form. The written form shall include but not be limited to:

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.

- II. 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.
- JJ. Trade-in allowances: buses listed on page titled "School Bus Trade-ins" will be traded in on a one for-one basis. 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.
- KK. 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 Z and AA herein.
- LL. "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."
- MM. 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 AA 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.
- NN. 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 AA and DD or upon receipt of correct invoice, which ever is later.

- OO. 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.
- PP. 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 \$25.00 per calendar day for each bus not delivered on time.
- QQ. 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 (\$25.00) per day per bus for each day the buses are not delivered by the required deadline date.
- RR. 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 fax a copy of the purchase order to the successful bidder to begin this time line.
- SS. A bus ordered on January 14, 2011 must be delivered no later than August 12, 2011.
- TT. **Stock Unit bids must be disclosed at the bus bid opening on November 1, 2010.**
Vendors must supply to ALL districts until gone as ordered on a first come, first serve basis.
- UU. Vendors may extend bid pricing to EPC districts beyond the deadline.

2010-2011 EPC SCHOOL BUS PURCHASE

SCHOOL DISTRICTS	# OF UNITS TO BE BID	PASSENGER SIZE	TYPE	BID INCLUDED
Beavercreek	1 or more	65	Handicapped	_____
Beavercreek	4 or more	72	Conventional	_____
Bellefontaine	1 or more	84	Transit	_____
Bright	1 or more	72	Handicapped	_____
Brookville	1 or more	71	Conventional	_____
Cedar Cliff	1 or more	84	Transit	_____
Centerville	8 or more	72	Conventional	_____
Centerville	2 or more	48	Handicapped	_____
Clark Shawnee	2 or more	77	Conventional	_____
Dayton Christian	3 or more	71	Conventional	_____
East Clinton	1 or more	84	Transit	_____
Eaton	1 or more	84	Transit	_____
Fort Recovery	1 or more	84	Transit	_____
Fort Recovery	1 or more	72	Handicapped	_____
Greenon	2 or more	72	Transit	_____
Greenville	1 or more	72	Handicapped	_____
Greenville	1 or more	72	Conventional	_____
Huber Heights	2 or more	72	Conventional	_____
Jefferson	1 or more	72	Conventional	_____
Kettering	1 or more	71	Conventional	_____
Kettering	2 or more	65	Conventional	_____

Lebanon	5 or more	72	Conventional	_____
Lebanon	1 or more	48	Handicapped	_____
Lynchburg-Clay	2 or more	72	Conventional	_____
Mad River	1 or more	72	Conventional	_____
Mad River	1 or more	72	Handicapped	_____
Mason	8 or more	77	Conventional	_____
Mason	2 or more	36	Handicapped	_____
Miamisburg	1 or more	48	Handicapped	_____
Milton-Union	2 or more	72	Conventional	_____
National Trail	1 or more	77	Conventional	_____
New Lebanon	1 or more	65	Handicapped	_____
New Lebanon	1 or more	84	Transit	_____
New Lebanon	1 or more	72	Conventional	_____
New Lebanon	1 or more	77	Conventional	_____
Northeastern	1 or more	72	Conventional	_____
Northeastern	1 or more	77	Conventional	_____
Northridge	1 or more	84	Transit	_____
Riverside of Miami	1 or more	36	Handicapped	_____
Riverside of Miami	1 or more	72	Conventional	_____
Shelby Co DD	1 or more	48	Handicapped	_____
Sidney	1 or more	84	Transit	_____
Sidney	1 or more	72	Handicapped	_____
Springfield	2 or more	65	Handicapped	_____

Springfield	2 or more	72	Conventional	_____
Tecumseh	2 or more	72	Conventional	_____
Tri Village	1 or more	77	Conventional	_____
Trotwood Madison	1 or more	84	Transit	_____
Troy	3 or more	72	Transit	_____
Urbana	1 or more	72	Conventional	_____
Valley View	2 or more	72	Conventional	_____
Versailles	1 or more	84	Transit	_____
West Carrollton	3 or more	72	Conventional	_____

SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL
Cooperative School Bus Purchasing Program

Bidder's Checklist

- _____ Have you included the bid bond?
- _____ Read ALL specifications?
- _____ Filled in the Bidder Verification Statement sheet?
- _____ Have you included your manufacturers warranties?
- _____ Have you enclosed Tax Statement signed by an authorized corporate officer, required by ORC 5719.042?
- _____ Enclosed the signed Non-collusion Affidavit?
- _____ Attended the recommended pre-bid meeting on October 4, 2010, at the EPC office (937-890-3725), 303 Corporate Center Drive, Suite 208, Vandalia, OH 45377?
- _____ Submitted copies of all base bids plus all options, all brochures, informational materials, etc. for each district you are bidding (EPC will not copy and forward this type of material)?
- _____ Submitted hard copies and electronic format of bids to the EPC?
- _____ Submitted a handicapped bus floor plan?
- _____ Included a list of authorized and acceptable dealers for warranty work?
- _____ Completed and signed Homeland Security form. Form can be found at: www.epc-online.org/products/buses.htm

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.

(Date)

(Authorized Representative)

(Title)

_____/_____
(Phone) Fax

E-mail address

SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL

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

Homeland Security Form

The Southwestern Ohio Educational Purchasing Council requires all potential vendors to submit a Homeland Security Form.

You can retrieve this form on the Bus Purchasing page of the EPC Website at:

www.epc-online.org/products/buses.htm .

Or you can link directly to the form at:

www.epc-online.org/products/Bus_Purchase_Documents/2010-2011/Homeland_Security.pdf