



OHIO SCHOOLS COUNCIL



Cooperative School Bus Purchasing Program

April 2019-2020

VENDOR QUOTE

**Conventional, Transit, Type A and Van
Body/Chassis/Tires/Warranties**

Due Date: April 11, 2019, 10:00 a.m.

Public Opening

Vendor:

Print vendor name above

Return Entire Packet to
Ohio Schools Council
6393 Oak Tree Blvd., #377
Independence, Ohio 44131
(216) 447-3100

OHIO SCHOOLS COUNCIL
Cooperative School Bus Purchasing Program

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**OSC Cooperative School Bus Purchasing Program
BID CALENDAR
APRIL 2019**

OSC send School Bus Purchase survey to members	Monday, January 14, 2019
OSC email draft specifications to vendors and committee for review	Monday, January 14, 2019
Committee/Vendors update specifications by	Monday, January 28, 2019
Districts return School Bus Surveys to OSC before	Friday, February 15, 2019
OSC email Commitments to district representatives	Monday, February 18, 2019
Districts return Commitments and Trade-Ins to OSC before	Friday, March 1, 2019
School districts pass board resolution of intent to participate (February 2019) and return to OSC before	Friday, March 1, 2019
OSC place legal notice advertising for request for Bids	Friday, March 8, 2019
OSC make bids available to vendors	Wednesday, March 12, 2019
Vendor Meeting for Passenger Vans	Tuesday, March 18, 2019; 10:00 a.m. EST Ohio Schools Council, Conference Room 338 at 6393 Oak Tree Blvd., Independence, Ohio 44131
OSC Chassis and Body Bid opening (Public opening)	Thursday, April 11, 2019, 10:00 a.m. (OSC Building Conference Room 338)
OSC Committee review and evaluate bids	Thursday, April 11, 2019, 11:00 a.m. (OSC Building Conference Room 338)
Bids shall be firm for sixty (60) days	Thursday, April 11, 2019 to Monday, June 10, 2019
District representatives receive bus bids and review purchasing procedures by	Thursday, April 18, 2019
School Boards may accept or reject bids and award contracts for school bus chassis and body(ies) (90) days	July 11, 2019

(Bold dates need school district attention/participation)

LEGAL NOTICE

The Ohio Schools Council will receive sealed bus bids for approximately ninety-two (92) or more school buses (conventional and transit, lift and non-lift, 35 passenger to 84 passenger capacity) and vans (9 passenger capacity) on behalf of forty-three (43) or more School District Boards of Education who are members of the Ohio Schools Council (OSC), Trumbull County Educational Service Center or Unified Purchasing Cooperative (UPC), at the office of the OSC Executive Director, 6393 Oak Tree Blvd., #377, Independence, Ohio 44131 until 10:00 a.m. EST, Thursday, April 11, 2019 (“Bid Receipt Time and Date”). Bids will be publicly opened and recorded at the OSC office immediately after the “Bid Receipt Time and Date”. No bid received after the “Bid Receipt Time and Date” shall be accepted. Bids shall be firm for sixty days (60) from date received. No bid shall be permitted to be withdrawn without the express approval of the OSC, except as provided under the Ohio Revised Code.

Buses and vans must meet 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. The OSC, Trumbull County Educational Service Center, UPC and participating Boards of Education reserve the right to accept or reject any and all bids.

Instructions to bidders and specifications are located and available for download on the website of the Ohio Schools Council at www.osconline.org under “legal notices,” and are on file and may be obtained on or after March 11, 2019 at the office of the Ohio Schools Council, 6393 Oak Tree Blvd., #377, Independence, Ohio 44131, (216) 447-3100 ext. 6101.

Ohio Schools Council
William J. Zelei, Executive Director

p.d./t.b. March 8, 2019

SCHOOL BUS PURCHASES

	School Districts	Units to be Purchased	Quantity of Each	Passenger Size	Gas / Diesel	Type
1	Ashtabula Area City Schools	3	2	72 passenger	Diesel	Conventional
			1	Other	Diesel	Conventional w/lift
2	Austintown Local Schools	1	1	72 passenger	Diesel	Conventional
3	Bay Village City Schools	2	2	72 passenger	Gasoline	Conventional
4	Beachwood City Schools	2	1	78 passenger	Diesel	Transit puller w/lift
			1	78 passenger	Diesel	Transit puller
5	Bedford City Schools	3	3	72 passenger	Gasoline	Conventional
6	Bellevue City Schools	2	2	77 passenger	Diesel	Conventional w/lift
7	Berkshire Local Schools	2	2	72 passenger	Diesel	Conventional
8	Brecksville-Broadview Heights City Schools	1	1	54 passenger	Diesel	Conventional or Transit puller w/lift
9	Bristol Local Schools	1	1	71 passenger	Gasoline	Conventional
10	Buckeye Local Schools	1	1	71 passenger	Diesel	Conventional
11	Champion Local Schools	1	1	72 passenger	Diesel	Conventional
12	Chardon Local Schools	4	3	78 passenger	Diesel	Conventional w/lift
			1	35 passenger	Diesel	Conventional w/lift
13	Crestwood Local Schools	1	1	71 passenger	Diesel	Conventional
14	Fairview Park City Schools	1	1	72 passenger	Diesel	Transit puller w/lift
15	Grand Valley Local Schools	1	1	78 passenger	Diesel	Conventional
16	James A. Garfield Schools	1	1	71 passenger	Diesel or Gasoline	Conventional
17	Kenston Local Schools	2	2	72 passenger	Gasoline	Conventional
18	Lakewood City Schools	1	1	84 passenger	Diesel	Transit pusher

	School Districts	Units to be Purchased	Quantity of Each	Passenger Size	Gas / Diesel	Type
19	Lakota Local Schools	1	1	78 passenger	Diesel	Conventional
20	Madison Local Schools	1	1	78 passenger	Diesel	Transit puller
21	Mahoning County Bd of DD	1	1	65 passenger	Diesel	Conventional w/lift
22	Maple Heights City Schools	2	2	72 passenger	Gasoline	Conventional w/lift
23	Mathews Local Schools	1	1	72 passenger	Diesel	Conventional
24	Mayfield City Schools	1	1	71 passenger	Diesel	Conventional w/lift
25	Mentor Exempted Village Schools	5	5	71 passenger	Diesel	Conventional w/lift
26	North Olmsted City Schools	1	1	71 passenger	Diesel	Conventional
27	North Ridgeville City Schools	5	5	77 passenger	Diesel	Conventional
28	Olmsted Falls City Schools	1	1	84 passenger	Diesel	Transit pusher
29	Poland Local Schools	3	1	71 passenger	Diesel	Conventional
			2	9 passenger van	Gasoline	Van (9 passenger)
30	Riverside Local Schools	5	4	77 passenger	Diesel	Conventional
			1	47 passenger	Diesel	Type A-II w/lift
31	Rocky River City Schools	2	1	84 passenger	Diesel	Transit puller
			1	72 passenger	Gasoline	Conventional
32	Solon City Schools	5	3	77 passenger	Diesel	Conventional
			2	65 passenger	Diesel	Conventional
33	South Central Local Schools	2	1	78 passenger	Diesel	Conventional
			1	35 passenger	Diesel	Type A-I w/lift
34	Springfield Local Schools	3	3	84 passenger	Diesel	Conventional or Transit puller
35	Stow-Munroe Falls City Schools	5	5	77 passenger	Diesel	Conventional

	School Districts	Units to be Purchased	Quantity of Each	Passenger Size	Gas / Diesel	Type
36	Strongsville City Schools	3	2	54 passenger	Diesel	Conventional w/lift
			1	72 passenger	Diesel	Conventional
37	Tiffin City Schools	2	1	84 passenger	Diesel	Transit puller
			1	65 passenger	Diesel	Conventional w/lift
38	West Geauga Local Schools	2	2	72 passenger	Diesel	Conventional
39	Westlake City Schools	2	2	84 passenger	Diesel	Transit pusher or Transit puller
40	Woodridge Local Schools	2	2	72 passenger	Diesel	Transit puller w/lift
		85	85			

OHIO SCHOOL COUNCIL

2019-2020 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 Ohio Schools Council (“OSC”), 6393 Oak Tree Boulevard, Suite 377, Independence, Ohio 44131, (216) 447-3100, until **April 11, 2019, 10:00 a.m.** EST in sealed envelopes and each must be marked separately indicating the unitized bids included. 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 OSC which is valid for each individual school district. The hard copy of the bid shall serve as the official document. The electronic bid documents shall be submitted to Ohio Schools Council via flash drive, cd or email to krocco@osconline.org by 10:00 a.m. on April 11, 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. The electronic version of the bid will be returned via email to all vendors requesting bid documents and distributed to participating school districts to review and evaluate.**

B. All bids shall be made on the forms provided by the Ohio Schools Council without modification and shall include all delivery charges to Participating Boards of Education in the final total. Separate and independent bids will be received with respect to the integrated units and will state that the buses and vans 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. Bids must be the same for all districts as OSC and submitted to OSC or will not be valid bids.

C. No bid shall be withdrawn without the express approval of the OSC except as provided by the Ohio Revised Code and said bid shall be firm for sixty (60) days from date received.

1. If a bidder filed a Certified Check, Cashier’s Check or Letter of Credit at the time of the filing of the bid, or at the request of the Participating Board of Education, the bidder, at the time the contract is entered, shall file a Performance Bond for one hundred percent (100%) of the amount of the contract to indemnify the participating Board of Education against all damages suffered by failure to perform the contract and to pay all lawful claims of subcontractors. Such Performance Bond must be in substantially the same form as set forth in the Ohio Revised Code.

For clarification of Performance Bond requirements, said Bond shall be an option determined by each participating member School Board. If said School Board contracts for school bus chassis and school bus bodies or integrated units and desires the one hundred percent (100%) Performance Bond and said Bond would be provided to and in the name of the contracting School Board.

The Performance Bond will be provided 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	\$ _____

- D. 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 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 Chassis and Body bidder shall indicate on the "Bidder Qualifications" form whether they are a Factory Authorized Dealer and whether they are contracted by the factory to directly sell, service and sell parts for the model(s) bid. (Please complete the form contained herein and submit with the Bid Documents). All Chassis and Body bidders are advised that they must be a Factory Authorized Dealer in order to submit a bid.

- E. The Participating Board of Education reserves the right to accept or reject any or all bids or parts thereof. In awarding the contract to the lowest responsible bidder meeting specifications, 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, experience, financial condition, promptness, quality of work and reliability on previous contracts, and service facilities available. The Participating 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, or other funds used to purchase school buses are not available, the Participating Board of Education reserves the right to use this as cause for rejecting any and all bids.

- F. The Participating 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 all Bidders. Therefore, it is assumed that the Bidders are knowledgeable of the total bid requirements.

- H. The successful bidder(s) will provide a statement indicating that the bidder does or does not have delinquent personal property taxes due. (Please complete the form contained herein and submit with the bid documents). In the event that the bidder does have delinquent personal property taxes due, the School District Treasurer of the Participating Board of Education must transmit a copy of the statement from the successful bidder to the County Treasurer.

- I. Bids shall be submitted on the specification sheets supplied by the OSC and shall be for **one complete integrated unit** that the Board of Education is considering. All items in the bids shall be quoted, either with price, as not available, standard, duplicated or otherwise. If the price for an option is the same no matter what size, please enter the price in the "Price if Same for all Sizes" column. Further, vendors shall submit a bid packet to each school district requesting a unit that said vendor can provide, regardless of district location, number of units to be purchased, or otherwise.

- J. Federal and state taxes for which a Participating Board of Education is exempt should not be included in calculating the bid amount.
- K. 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.
- L. 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 Participating Board of Education.
- M. Check your bid carefully because it cannot be corrected, nor addendums accepted, after bids are opened. Bidders must deliver at prices quoted even if prices are quoted in error.
- N. All blanks or spaces must be filled in or, if not applicable, marked as N.A. Incomplete bids are subject to rejection.
- O. All requests to clarify or modify submitted bids must be made in electronic form and emailed to Kelly Rocco, krocco@osconline.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 modification or clarification shall be initialed by the bidder.
- P. All prices quoted in the bid proposal form **must** be indicated such that the total price of a unit can be readily 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 sixty (60) calendar days after the bid opening date.
- Q. A letter of intent signed by the district’s Treasurer or Business Manager within the sixty (60) day calendar period from the date the bids were opened shall hold firm the price until the next regular meeting of the Board of Education.
- R. The successful bidders, when requested, are required to inform the Superintendent or his/her 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 Chassis Dealer shall be liable for delivery, delivery costs and be responsible for the chassis until delivered to the body factory and for the entire unit after it is returned to the Factory Authorized Chassis Dealer by the Factory Authorized Body Dealer.
- T. The Factory Authorized Body Dealer shall include in his bid the cost of delivering the completed unit to a local Factory Authorized Chassis Dealer designated by the Participating Board of Education. The Factory Authorized Body Dealer shall deliver the completed unit to the point as hereinbefore specified.
- U. The Factory Authorized Body Dealer shall be liable and responsible for the chassis and body from the time the chassis is delivered to the body factory until the complete unit is delivered to the point designed by the Participating Board of Education.

- V. 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.
- W. Complete pre-delivery service shall be done by the successful local Factory Authorized Chassis Dealer within five (5) days after the date the school bus is received by the Factory Authorized Body Manufacturer. The successful local Factory Authorized Chassis 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 Participating Board of Education, deliver the school bus to the school district, **at no additional charge**.
- X. The successful bidder must supply the unit as specified, except items listed as options may be indicated as "not available".
- Y. The completed bus or van must meet or exceed all safety rules of the Department of Public Safety adopted pursuant to § 4511.76 of the Ohio Revised Code and all other pertinent provisions of law including local, State of Ohio, and Federal regulations, standards, or law prior to delivery. The Ohio or Federal provisions shall take precedence. Compliance with such statutes and regulations must be specifically confirmed on the bid form.
- Z. The Participating Board of Education accepts responsibility for units only after physical delivery, acceptance of satisfactory units (chassis with body install) and conditions stated herein.
- AA. Acceptance of a body and chassis will be the **date the State Highway Patrol inspects the complete bus, 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 Chassis Dealer and Factory Authorized Body Dealer from full compliance with all State and Federal standards or bid specifications contained herein.
- BB. The Factory Authorized Chassis manufacturer shall furnish two copies of the proper Maintenance Shop Service Manual, including the Engine Manual, to the Participating Board of Education at the time of delivery to the Participating Board of Education. This is not to be construed to mean Owner's Manual.
- CC. The Factory Authorized Body manufacturer shall furnish two copies of the proper Maintenance Shop Service Manual and Parts List to the Participating Board of Education at the time of delivery to the Participating Board of Education. 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 body and 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 seven (7) days of the bid due date.
- 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/her designee.

- GG. Items bid upon, unless specifically noted, shall be guaranteed against original defects for a period of at least one (1) year in addition to other warranties of the manufacturer. 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 Chassis or Body Dealer having sold the unit(s) to the Participating Board of Education. Assignment of warranty or extended warranty work by the selling Factory Authorized Chassis or Body Dealer is expressly forbidden under the terms of the purchase.

In the event that the "original" successful Factory Authorized Chassis or Body 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" bidder/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 authorized dealer assume the responsibilities of the original bidder/dealer 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 dealership 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 factory for 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 (CEO) 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 the event that the "new" factory authorized dealer is not in the immediate market area (within 60 minutes driving time), the "new" factory authorized dealer must, upon invoice from the Participating Board of Education, reimburse the Participating Board of Education for the added personnel and travel costs incurred by such Board.

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. If the normal driving time between the Participating Board of Education and the Chassis Dealer is greater than sixty (60) minutes, the following conditions apply:
1. One thousand dollars (\$1,000) will be withheld by the Participating Board of Education from the total repair payment to the dealer to apply to the cost of transporting the bus to and from the dealer.
 2. If the bus can be safely driven to the dealer, the dealer will provide a driver to transport the vehicle. If mutually agreeable, it will be driven to the dealer by a Participating Board of Education employee. All costs beyond the sixty (60) minutes driving time will be charged to the dealer.
 3. If the bus cannot be driven safely to the dealer, it will be towed to the dealer. The cost of the towing will be charged to the dealer, or paid directly by the dealer.
 4. An accounting will be sent to the dealer after each round trip. The balance of the one thousand dollars (\$1,000) not used will be paid to the dealer at the end of the year.
 5. Work or repairs made at the time of delivery or during the warranty period, as a consequence of a mutual agreement between the Participating Board of Education and the vendor, may be completed by the Participating Board of Education with reimbursement for parts and labor at current rates. Only factory authorized parts will be used to affect the repairs.
- JJ. Trade-in allowance for buses will be considered in determining the final net price bid if a trade-in bus is offered. The Participating Board of Education reserves the right to decide if the bus will be traded in until the day the new bus is delivered.
- KK. Trade-in allowances: buses listed on the page titled "School Bus Trade-ins" will be traded in on a one-for-one basis. On the form provided, the bus body bidder should indicate the trade-in allowance for the buses listed. The Participating Board of Education will decide what buses will be traded.
- LL. 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.
- MM. 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) unless such discrimination is a bona fide, documented business necessity.
- NN. The Participating Member Board of Education will make payment to the supplier within thirty (30) days upon receipt and acceptance of school bus chassis and body as per Sections Z and 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. The Participating Member Board of Education and successful bidder shall coordinate receipt of Certificate of Title and payment prior to delivery of vehicle(s).
- OO. 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 Z and AA or upon receipt of correct invoice, whichever is later.

- PP. Bidders offering financing options to Boards should include basic information about their plan, as well as contact information. This shall include any leasing options offered. Please include all documents the district would complete so this option could be considered.
- QQ. The successful bidder shall furnish the Certificate of Title for 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.
- RR. Administrative Fee. The Ohio Schools Council shall collect the sum of \$150.00 from the selling vendor per school bus or van sold to an Ohio Schools Council member. The administrative fee shall be collected for any Ohio Schools Council member a unit is sold to from this bid. Ohio Schools Council will invoice vendor upon proof of sale.
- SS. 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 liquidated damages of at least \$35.00 per calendar day for each bus not delivered on time.
- TT. Liquidated Damages Clause: Unitized School Bus Unit - 250 days – at least \$35 per day

The successful bidder shall deliver the completed buses to said Participating Board of Education within 250 consecutive calendar days following authorization to proceed, unless an extension of time is granted by the Participating Board of Education. There shall be an assessed penalty of thirty-five dollars (\$35.00) per day per bus for each day the buses are not delivered by the required deadline date.
- UU. The timeline 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 timeline.
- VV. A bus ordered on or before July 11, 2019 must be delivered no later than March 17, 2020.
- WW. Stock Unit bids must be bid on Appendix G for Conventional Buses, Appendix H for Transit Buses and Appendix I for Vans. Vendor must list the number of stock units available and supply to districts until gone as ordered on a first come, first serve basis.
- XX. Collusive Bidding: The vendor certifies that his bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- YY. Pursuant to Ohio Revised Code Section 9.48, which permits one political subdivision to allow other political subdivisions to participate in contracts that it has entered into, any member of the Ohio Schools Council can purchase from bids received whether or not they were included in the original quote documents.
- ZZ. The Cooperative School Bus Purchasing Program of the Ohio Schools Council is a voluntary organization of school districts, municipalities and other non-profit organizations. The Council is organized by statute and bylaws and functions under its own stated procedures and general conditions for securing competitive

quotations on products to be purchased by its members. The Ohio Schools Council is not responsible for issues that may arise between the Participating Board of Education and the successful bidder once a contract has been entered into between said parties.

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 _____
(Title of Individual)
with said Company, I am duly 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)

(Date)

(Title)

OHIO SCHOOLS COUNCIL
Cooperative School Bus Purchasing Program

CERTIFICATION OF NON-DELINQUENT PERSONAL PROPERTY TAXES

Ohio Revised Code 5719.042 requires a taxing district's (board of education) 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
to the best of his/her own knowledge.

Dated this _____ of _____, 2019.

Notary Public

OHIO SCHOOLS COUNCIL
Cooperative School Bus Purchasing Program

BIDDER QUALIFICATIONS:

I. Bidder Information

A. Firm name _____ Phone _____

B. Address _____

C. Type of firm (individual, partnership, corporation) _____

D. If individual, years in business at above address _____
(If less than 3 years, complete Item E)

E. _____ years at _____ under name of _____

F. If corporation, date incorporated _____ in state of _____
name, address of official representative

G. If partnership, date of organization _____ Principal partners:

Full name and address _____

Full name and address _____

Full name and address _____

Full name and address _____

H. Is your firm a Factory Authorized Dealer of the Chassis and/or Body it represents? _____

I. Is your firm contracted by the factory to directly sell, service and sell parts for the model(s) bid? _____

J. Number of years of experience in supply and/or installation of equipment _____

II. References

K. Names and addresses of similar jobs - (show types of installation) _____

L. Largest job completed _____

Date *Name*

Address _____

Person to contact _____

NOTE: Completion of this form presumes approval of authorization to contact references. The participating member Boards of Education will give consideration to a bidder based on the availability of parts and location of repair facility.

NON-COLLUSION 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 resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporation bidder.

(Individual)

(Corporation)

Date: _____

By: _____

**OHIO SCHOOLS COUNCIL
Cooperative School Bus Purchasing Program**

BIDDER'S CHECKLIST:

- _____ Have you read ALL specifications?
- _____ Have you included a complete State of Ohio Minimum Body/Chassis Specification?
- _____ Have you filled in the Bidder Qualifications sheet?
- _____ Have you filled in the Bidder Verification Statement sheet?
- _____ Have you included your manufacturers warranties?
- _____ Have you included your Delinquent Personal Property Taxes Statement signed by an authorized corporate officer, required by ORC 5719.042?
- _____ Have you included your Non-Collusion Affidavit signed by an authorized officer?
- _____ Have you included your W-9 form?
- _____ Have you included financing or leasing options, if available?
- _____ Have you submitted a handicapped bus floor plan?
- _____ Have you submitted all base bid plus all options, all brochures, informational materials, etc. in one hard copy and also electronically to Ohio Schools Council?