



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

**2024 Cooperative School Bus Purchasing Program
Vendor Specifications & Forms**

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

Vendor:

Print/Enter Vendor name above

**Return Entire Packet & Other requested documents
Due Date: January 12, 2024 at 1:00 p.m.
To Robin.Houston@epcschools.org**

**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

2024 Calendar

School Bus Purchase Survey to Districts	December 4, 2023
Sample Board Resolution & Bidding Information to Districts	December 4, 2023
Legal Notice Advertising for Bids in Newspaper	December 15 & December 22 2023
Bid Opening & Reading at the EPC Office	January 12, 2024 - 1:00 pm
Bids Shall Be Firm for Ninety (90) Days	January 12, 2024 – April 11, 2024
School Boards Accept/Reject Bids	January 12, 2024 – April 11, 2024
Vendor to notify EPC if can Extend Pricing and for how long	March 31, 2024

Reporting and Check based on 90 days of this bid due to EPC Office by May 1, 2024

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

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: <https://epcschools.org/bus.html>

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

LEGAL NOTICE - SCHOOL BUSES

Sealed proposals will be received for school buses by the Southwestern Ohio Educational Purchasing Council and the Ohio Mid-Eastern Regional Educational Service Agency on behalf of ALL members at the EPC Office, 303 Corporate Center Drive, Suite 208, Vandalia, Ohio 45377, until 1:00 p.m. EDST, Friday, January 12, 2024 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 ninety days (90) 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.

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.

Conventional: 47 Passenger, 54 Passenger, 65 Passenger, 72 Passenger, 78 Passenger, 83 Passenger, 84 Passenger

Handicapped: 36 Passenger, 42 Passenger, 48 Passenger, 65 Passenger, 67 Passenger, 71 Passenger, 72 Passenger, 77 Passenger

Transit: 72 Passenger, 77 Passenger, 84 Passenger

Type A: 10 Passenger, 14 Passenger

Instructions to bidders, specifications for the above bus units and a list of participating school districts may be requested via email at Robin.Houston@epcschools.org.

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
Constance Wright, Fiscal Officer

Cooperative School Bus Purchasing Program

Instructions to Bidders:

- A. Bids on the item(s) specified in the accompanying sheets will be accepted at the Southwestern Ohio Educational Purchasing Council, 303 Corporate Center Drive, Suite 208, Vandalia, OH 45377 until **1:00 PM, EDT, January 12, 2024**. Bid specifications will be provided in electronic format and bid submissions 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 all individual school districts. **Deliver to Southwestern Ohio EPC, 303 Corporate Center Dr Ste 208, Vandalia OH 45377**. The required electronic version of the bid shall be returned via email to Robin.Houston@epcschools.org by **1:00 p.m. on January 12, 2024**. ALL bid documents including brochures MUST be sent electronically. Individual hard copies are not required 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 (unless otherwise noted) 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 emailed to: Robin Houston at robin.houston@epcschools.org **at least fifteen (15) days prior to the bid opening**. Such clarification (or modification) shall be clearly noted on the applicable portion of the bid document(s), cost changes noted and such shall be initialed by the bidder.
- Q. All prices quoted in the bid proposal form **must** be stated in such language that the total price of a unit can be determined at the time of bid opening.

No so-called escalator clauses will be accepted. All prices quoted in the bid proposal form **MUST** hold firm for a period of **ninety (90) 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, delays 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 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 send a copy of the purchase order to the successful bidder to begin this time line.

- QQ. *A bus ordered on April 11, 2024 must be delivered no later than November 7, 2024.

****Special notes for #NN-QQ: The EPC recognizes that delivery of school buses may not be possible due to various situations such as part shortages, worker shortages, etc. In this case, we ask that vendors keep in close contact with the ordering district. As long as proper documentation is shared with the district, liquidated damages will not be incurred.***

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

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

- TT. Vendors are to let the EPC know if they can or cannot extend pricing prior to the original 90-day period ending.**

- UU. **Reporting:** Each awarded vendor must provide reporting annually, 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 & Checks Due	Sales Period Reflects
May 1, 2024	January 12, 2024 – April 11, 2024

- VV. **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.

WW. **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.

WW. **EDGAR CERTIFICATION** When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, EPC will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. **Violation of Contract Terms and Conditions.** Provisions regarding Respondent default are included in EPC's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as EPC's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. **Termination for Cause of Convenience.** For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity"

(30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. **Davis Bacon Act.** When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination. Respondent further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. **Contract Work Hours and Safety Standards Act.** Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. **Right to Inventions Made Under a Contract or Agreement.** If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. **Clean Air Act and Federal Water Pollution Control Act.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. **Debarment and Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify EPC and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. **Byrd Anti-Lobbying Amendment.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. **Procurement of Recovered Materials.** For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **Profit as a Separate Element of Price.** For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the

price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with EPC.

12. **General Compliance with Participating Agencies.** In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

2024 Cooperative School Bus Purchasing Program – EDGAR CERTIFICATION FORM

By initialing each item (1-12) on the table below and signing below, I certify that the information in this EDGAR requirement is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification by Item	Respondent Certification: "Yes, I agree" or "No, I do NOT agree"	Initials
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Equal Employment Opportunity		
4. Davis-Bacon Act		
5. Contract Work Hours & Safety Standards Act		
6. Right to Inventions Made Under Contract or Agreement		
7. Clean Air Act & Federal Water Pollution Control Act		
8. Debarment & Suspension		
9. Byrd Anti-Lobbying Amendment		
10. Procurement of Recovered Materials		
11. Profit as a Separate Element of Price		
12. General Compliance with Participating Agencies		

Name of Business

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

AGREEMENT-VERIFICATION STATEMENT

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

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

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

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

Authorized Representative

Title

Date

_____/_____
Phone/Fax

Email Address

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

Cooperative School Bus Purchasing Program

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

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

Ohio Revised Code - section 5719.042

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

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

DELINQUENT PERSONAL PROPERTY TAXES

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

Signature: _____ *Date:* _____

Title: _____

Contact Person

Name of Firm
(Corporation/Partnership/Individual)

Telephone

By

Title

Date

Street Address

City/State/Zip

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

Dated this _____ day of _____, 20____

Notary Public

NONCOLLUSION AFFIDAVIT

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

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

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

(Individual)

(Corporation)

Date: _____

By: _____

This Non-collusion Affidavit must be submitted with the Bid

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

Bidder's Checklist ✓

- _____ Have you read ALL specifications?
- _____ Have you filled in and signed the Bidder Profile Form?
- _____ Have you provided your initials and signed off on the EDGAR Certifications? (Page 13)
- _____ 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 by 1:00 p.m. on January 12, 2024?
- _____ Have you emailed electronic copies of bids and all documents to the EPC at Robin.Houston@epcschools.org by 1:00 p.m. on January 12, 2024?
- _____ Did you submit a handicapped bus floor plan?
- _____ Did you include 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?