



TM

meta
SOLUTIONS

Cooperative School Bus Purchasing Program 2024-2025

Vendor Form

**Conventional, Transit & Type A
- Body/Chassis-**

Vendor:

Enter vendor name above

**Due Date: Tuesday, October 15, 2024
12:00p EST**

**META Solutions
2100 Citygate Drive
Columbus, OH 43219**

INDEX

Legal Notice.....	3-4
Instructions to Bidders	5-10
Non-Delinquent Personal Property Tax (vendor complete)	11
Delinquent Personal Property Tax Form (vendor complete)	12-14
Non-Collusion Affidavit (vendor complete)	15
Bidders Checklist	16

Appendix A - All buses are listed on one spreadsheet – separated in tabs. Conventional; Transit; and 9-Passenger Vans. Pricing will be submitted on this form. All cells are locked except for the pricing column and where you list additional options. **(vendor complete)**

Appendix B - Trade-In Info/Price will be determined with individual vendor and META member School Districts

Appendix C- Alternate stock units. Vendor use their own form. **(vendor complete)**

Appendix D – META would like to begin the process of offering our members spec model buses much like car manufacturers with different models (EX, ES, LX, etc...). These model buses should be built with the most popular line items but kept to a minimum. The vendor will submit "models" for which districts can purchase. The eventual goal is to achieve more savings, albeit minimal for an individual district, may represent larger savings for the entire META membership. Vendors use their own form. **(vendor complete)**

META BUS BID LEGAL NOTICE

Sealed proposals will be received for one hundred (100) or more school buses by META Solutions (META) on behalf of META member School Boards of Education, as well as any other district member of META at the time of this notice, at the office of the META Solutions, 2100 Citygate Drive, Columbus, OH 43219 until 12:00 noon local time (EDST), Tuesday, October 15, 2024, and will be publicly opened and recorded thereafter. An electronic version (Flash Drive) of the bid/s will serve as the official bid. No bid shall be permitted to be withdrawn without the express approval of the META except as provided under the Ohio Revised Code and said bid shall be firm for ninety days (90) from date received. All bids and META Cooperative School Bus Program Committee evaluations will be available to each participating members Board of Education which may then review and accept or reject their desired bids.

Bids will be received with respect to the chassis/body type 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 4511.76 of the Ohio Revised Code and all other pertinent provisions of law for the following school bus chassis and bodies:

Conventional – 35/36, 47/48, 65/66, 71/72, 77/78, 81/83 passenger

Transit – 53/54, 71/72, 83/84, passenger

Accessible – 35/36, 47/48, 65/66, 71/72, 77/78

Micro - 30 - passenger

Vans – 9 – passenger

Accessible - Options

Instructions to bidders and specifications for the above bus units are on file and may be obtained at the office of the META Solutions, 2100 Citygate Drive, Columbus, OH 43219 on behalf of the Boards of Education of the following participating member school districts:

META 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 School Bus Chassis and Body supplier as per specifications as provided and selected by said member Board of Education.

META Solutions
Beth Glitt, Purchasing Coordinator
P.D. September 9, September 16, 2024

INSTRUCTIONS TO BIDDERS

- A. Sealed proposals will be received for an estimated one hundred (100) or more school buses by META Solutions (META) META member School Boards of Education, as well as any other district member of META at the time of this notice, at the office of META Solutions, 2100 Citygate Drive, Columbus, OH 43219 until 12:00 PM, EST, Tuesday, October 15, 2024, and will be publicly opened and recorded thereafter. **An electronic version (flash drive) of the bid/s will serve as the official bid.** No bid shall be permitted to be withdrawn without the express approval of META except as provided under the Ohio Revised Code and said bid shall be firm for ninety days (90) from date received. All bids and META Cooperative School Bus Program Committee evaluations will be sent to each participating members Board of Education which will then review and accept or reject their desired bids.
- 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. Awarded distributors will pay META a 1.0% Administrative Fee. The Fee is applied to the base price of an annual purchase of ten (10) buses or less per District/entity. The administrative fee shall be paid to META Solutions in one payment no later than 30 days after the bid expiration or Dec 1, 2025. A report will be required for the period of November 1, 2024, through October 31, 2025. This report shall be broken down by School District and shall include total bus sales volume by number sold and dollar amount. The final reports are to be delivered to META Solutions no later than December 1, 2025.
- D. The Participating Board of Education reserves the right to accept or reject any or all bids or parts thereof. In awarding the contract, META 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.
- 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, 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.

- 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 META 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** 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 requests for bid clarification or modification must be requested in written form and emailed to Jimmy Battrell/Beth Glitt at purchasing@metasolutions.net at least fifteen 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 shall be initialed by the bidder.
- P. 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. All prices quoted in the bid proposal form **MUST** hold firm for a period of ninety (90) calendar days after the bid opening date. Due to unprecedented global supply chain issues this bid will allow quarterly price adjustments. Prices may go up or down, as appropriate. Vendors must resubmit the bid document with updated pricing with the intent to hold any updated pricing firm for the next ninety (90) calendar days. **Supply Chain related notes for #PP-QQ: META Solutions recognizes that delivery of school buses may not be possible due to various Supply chain-related situations such as part shortages, worker shortages, etc. In this case we ask that vendors keep in close contact with the ordering district. If proper documentation is shared, liquidated damages will not be incurred.**

- Q. 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.
- R. The Factory Authorized Dealer shall include in the 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.
- S. The Factory Authorized Body Dealer is liable and responsible for the complete unit until the complete unit is delivered to the purchasing school.
- T. 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.
- U. **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.
- V. 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.**
- W. The purchasing district needs to verify price with vendor just prior to Board of Education award to make sure current model with current emission standards is still available.
- 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 AA 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 make available 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. This can be a digital/online formatted file.
- AA. The Factory Authorized manufacturer shall make available 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. This can be a digital/online formatted file.

- BB. If requested, documentation from the manufacturer proving the chassis or body meets all specifications must be presented within 7 days.
- CC. 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.
- DD. 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.
- EE. 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. If 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.

- FF. 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.
- GG. Trade-in allowances: Buses will be traded in on a one-for-one basis or as arranged with the school district/s. The bus body bidder should indicate the trade-in allowance for the buses listed. The Participating Board will decide what buses will be traded.
- HH. 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.
- II. "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."
- JJ. The contracting 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 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.
- KK. 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.
- LL. 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.
- MM. Bus units are to be delivered to school board on or before the best available date.
- NN. Include a list of authorized and acceptable dealers for warranty work. Include dealer name, address, phone, and fax numbers.
- OO. Bidder must include a bus floor plan for all handicapped buses bid in electronic form.
- 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 the late delivery, and the difficulty in determining the actual amount of damages sustained, there will be liquidated damages 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 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.

SS. **Force Majeure**

It is the intent of META Solutions to secure firm prices for the full contract year. It is recognized, but unlikely, that factors beyond the control of the Vendor could substantially increase product pricing. The term force majeure shall include but is not limited to governmental restraints or decrees provided they effect all companies in the distributor's industry equally and are not actions taken solely against the awarded distributor, acts of god (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage. The burden of proving force majeure has occurred shall rest on the Distributor/Vendor seeking relief. The Distributor/Vendor seeking relief shall promptly notify AGENCIES in writing, via a report in Excel format of all items to be considered and the price increases requested with documentation justifying said increases. Agencies can, at their discretion, allow price increases in whole or in part.

TT. **Stock Unit bids must be disclosed at the bus bid opening on October 15, 2024. Vendors must supply to ALL districts until gone as ordered on a first come, first serve basis.**

UU. Vendors may extend bid pricing to META districts beyond the deadline.

VV. **After META Solutions awards items to vendors, non-awarded vendors are not permitted to solicit purchasing units and offer another price to any META member. Vendors pursuing this practice will not be offered the opportunity to quote META catalogs individually or collectively for the next bidding period. This will be strictly enforced.**

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 contracts is to be made was not charged at the time the bid was submitted with any **delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list**, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

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

DELINQUENT PERSONAL PROPERTY TAXES

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

Signature: _____

Date: _____

Title: _____

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 _____,

Notary Public

BIDDER QUALIFICATIONS:

I. Bidder Information

A. Firm name _____ Phone _____

B. Address _____ Fax _____

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 _____

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: _____

BIDDERS CHECKLIST

Please mark an "X" in the box to the right of each task

Read and understand ALL specifications	
Indicated districts that you are bidding	
Included manufacturers warranties	
Delinquent Personal Property Tax Statement signed by authorized corporate officer (required by ORC 5719.042) enclosed	
Completed, notarized, signed, and returned the Non-Collusion Affidavit	
Submitted copies of all base bids plus all options	
Submitted all brochures, informational materials, etc.	
Submitted all required documents in electronic (Flash Drive) form to Beth Glitt or Jimmy Battrell	
Submitted handicapped bus floor plan	
Included a list of authorized and acceptable dealers for warranty work	

Items in **RED** are required.