



## **NOTICE TO BIDDERS**

**RFB 2526-08**

### **BUS MAINTENANCE AND INSPECTION SERVICES**

The **Dutchess County Board of Cooperative Educational Services (Dutchess BOCES)** in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed bids to provide the services of BUS MAINTENANCE AND INSPECTION SERVICES as required by Dutchess BOCES and the participating districts, as set forth in this solicitation.

Bid forms may be obtained from the offices of the Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601 upon request or on our website: [www.dcboces.org](http://www.dcboces.org).

This Request for Bids is being offered by Dutchess County Board of Cooperative Educational Services (Dutchess BOCES) through Michael Maher, Purchasing Agent. Sealed bids, on the forms provided, are to be filed with the same, and will be publicly opened at the Dutchess BOCES Administration Building at **2:00 p.m. on July 8, 2025**.

Based on the volume or nature of questions received, Dutchess BOCES may schedule an optional pre-bid meeting—either in person or via video conference—to address vendor inquiries and provide clarifications.

#### **Point of Contact for this RFB is:**

**Dutchess BOCES**

ATTN: Michael Maher, Purchasing Agent

5 BOCES Rd, Poughkeepsie, NY 12601

Email: [michael.maher@dcboces.org](mailto:michael.maher@dcboces.org)

Phone: 845.486.4800 ext. 2262

#### **Point of Contact for Technical Questions is:**

**Dutchess BOCES**

ATTN: Raymond Lake, Head Maintenance Mechanic

5 BOCES Rd, Poughkeepsie, NY 12601

Email: [raymond.lake@dcboces.org](mailto:raymond.lake@dcboces.org)

Phone: 845.486.4800 ext. 2224

# RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS FORM ASAP

**RFB NUMBER: #2526-08 TITLE: Bus Maintenance and Inspection Services**

**Vendors:** Please complete and return this form as soon as possible. Doing so will ensure you receive all future updates on this request. Email to: [michael.maher@dcbooces.org](mailto:michael.maher@dcbooces.org)

<i>COMPANY NAME</i>		
<i>ADDRESS</i>		
<i>CITY</i>	<i>STATE</i>	<i>ZIP</i>
<i>POC:</i>	<i>TITLE:</i>	
<i>PHONE:</i>	<i>FAX:</i>	
<i>EMAIL:</i>		

\_\_\_\_\_ **We intend to submit a bid no later than 2:00 p.m. on July 8, 2025.**

I understand that all communications related to this request will be sent to the email address I provided, and I authorize Dutchess BOCES to do so.

\_\_\_\_\_ **We DO NOT intend to submit a bid in response to this request.**

Dutchess BOCES is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the address below.

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Insufficient time allowed for preparation of bid.</b><br><br><input type="checkbox"/> <b>We do not offer these goods/services.</b><br><br><input type="checkbox"/> <b>Insurance requirements are too restrictive.</b><br><br><input type="checkbox"/> <b>Bond requirements are too restricting.</b><br><br><input type="checkbox"/> <b>Workload does not allow us to bid at this time.</b><br><br><input type="checkbox"/> <b>Specifications unclear or too restrictive.</b> | <input type="checkbox"/> <b>Quantities too small</b><br><br><input type="checkbox"/> <b>Other :</b> _____<br>_____<br>_____<br>_____<br>_____ |
|--|---|

**1. INSTRUCTIONS TO BIDDERS**

Bidders are responsible for carefully reviewing the entire contents of this RFB packet, including all requirements, specifications, and terms. Please ensure all required documentation is included, completed in full, and submitted according to the instructions provided.

The checklist below outlines the mandatory submission items. Each box must be checked off by the bidder to confirm compliance. Incomplete submissions or failure to follow these instructions may result in disqualification.

**Bid Due Date:** July 8, 2025 at 2 p.m.

**Submission Address:** Dutchess BOCES, ATTN: Purchasing Department, 5 BOCES Rd, Poughkeepsie, NY 12601

**Bid Format:** All bids must be sealed and clearly labeled as:

**"RFB for Bus Maintenance and Inspection Services #2526-08"**

**Bids must include:**

- ☐ IRS Form W-9
- ☐ Bidders are required to submit one completed hard copy of Pages 3 through 20 of this RFB, this hard copy must be returned with your bid. Please note that pages 15 through 20 must be properly and legibly completed with the appropriate signatures.
- ☐ Certificate of Insurance (COI)
- ☐ Company Information
- ☐ Services Offering List with Pricing
- ☐ Proof of registration as a registered motor vehicle repair shop
- ☐ Proof of registration as a NYS Department of Transportation (DOT) Inspection Station

## **2. INTRODUCTION & BACKGROUND**

Boards of Cooperative Educational Services (BOCES) were established by New York State legislation in 1948 to help smaller school districts expand their educational offerings through shared services. In 1955, additional legislation authorized BOCES to provide vocational and special education services.

BOCES are voluntary cooperative associations of school districts within a geographic region that work together to share planning, programs, and services. This shared approach allows districts to deliver educational and support services more economically, efficiently, and equitably than they could on their own.

BOCES programs and services include, but are not limited to: special education, career and technical education, academic and alternative programs, summer school, staff development, instructional and management technology services, educational communications, and business office support.

Dutchess BOCES Purchasing manages procurement for all programs and services offered by Dutchess BOCES, as well as operational needs and requests from component districts. By leveraging the collective buying power of multiple districts, we aim to achieve best value for our schools and taxpayers.

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## **3. SCOPE OF SERVICES**

The purpose of this Request for Bids (RFB) is to secure a qualified vendor to provide routine bus maintenance and New York State-mandated inspections for school buses owned and operated by Dutchess BOCES. Services will be rendered on a pay-per-use basis, as needed, and will include all labor, parts, materials, and documentation necessary to ensure full compliance with applicable state and federal regulations.

### **Mandatory NYS Bus Inspections**

The vendor shall be responsible for coordinating and facilitating all New York State Department of Transportation (NYS DOT) safety inspections required under:

- 17 NYCRR Part 720 – Periodic Bus Inspections
- Applicable NYS DMV and DOT regulations for school bus fleets

Inspections must be performed every six (6) months as mandated by New York State for school buses used to transport students.

It is the vendor's responsibility to coordinate directly with the NYS DOT to schedule inspection dates at the vendor's facility. The vendor must:

- Provide a safe, suitable space for inspections
- Ensure that all required documentation and records are available to DOT personnel
- Notify Dutchess BOCES of scheduled inspection dates with reasonable advance notice
- Arrange for re-inspection of any vehicles that fail initial inspection

The vendor must be able to accommodate all necessary buses in a timely manner to avoid service disruptions or non-compliance with regulatory requirements.

Inspection deliverables include:

- Completed NYS DOT inspection reports
- Notification of deficiencies or required repairs
- Documentation of repairs and reinspection results (if applicable)
- Copies of all records in a format acceptable for NYSED audit purposes

### **Preventive Maintenance Services**

Upon request, the vendor shall provide scheduled or routine preventive maintenance services to ensure the safe and efficient operation of the school bus fleet. These services may include but are not limited to:

- Oil and fluid changes
- Brake inspection and service
- Tire rotation or replacement
- Suspension and steering checks
- Battery and electrical system diagnostics
- Heating and A/C system maintenance
- Maintenance services must align with manufacturer recommendations and industry best practices for school bus fleets.

### **Repairs and Corrective Work**

The vendor must be capable of providing corrective maintenance and repairs following inspections or at the request of Dutchess BOCES, including:

- Engine diagnostics and repairs
- Transmission service
- Brake replacement
- Lighting and signaling systems
- Exhaust system repairs
- Any repairs needed to pass DOT inspection

All repair work must be authorized in writing prior to commencement and billed according to the hourly labor rate and parts markup submitted with the bid.

### **Response and Turnaround**

Vendors must be able to schedule inspections and service within 5 business days of request, unless otherwise agreed. Priority response is expected for vehicles out of service due to inspection failure.

### **Facility and Location**

Services shall be provided at the vendor's location unless otherwise specified. The vendor must operate a fully equipped motor vehicle repair facility capable of meeting the response and turnaround times outlined in this RFB. Vendors unable to demonstrate logistical capacity to meet service delivery expectations may be deemed non-responsible.

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**Documentation and Records**

The awarded vendor must provide:

- Completed inspection forms and repair documentation
- Digital copies of all reports (PDF or comparable format)
- Documentation suitable for NYSED transportation audits
- Invoices that clearly identify labor, parts, and service performed

All services must be provided by the vendor offering services at their facility and the vendor must have an existing relationship/schedule with DOT inspections.

**Existing Bus Fleet**

Dutchess BOCES current fleet is listed below, with the anticipated inspection schedules. This data should be used to estimate inspection schedules and annual workload. The anticipated usage for this contract is provided as an estimate only and Dutchess BOCES is not obligated to meet any minimum usage requirements.

The following tests are expected on the indicated schedule:

- #123 (2016) Chevy Starcraft 13 Passenger Wheelchair Bus (Yellow)
- #124 (2023) Chevy Starcraft 13 Passenger Wheelchair Bus (Yellow)
- #125 (2025) Thomas 70 Passenger Bus (Yellow)
- #145 (2023) Chrysler Pacifica (Grey)
- #146 (2023) Chrysler Pacifica (Grey)
- #149 (2024) Chrysler Voyager (White)
- #150 (2024) Chrysler Voyager (White)
- #151 (2026) Collins 13 Passenger Bus (Yellow)
- #152 (2026) Collins 13 Passenger Bus (Yellow)

**Contract Period**

The initial term of this contract shall begin on July 1, 2025, or upon Board of Education approval, whichever is later, and shall continue through June 30, 2026. The end date of the initial term is fixed and shall not be extended due to a delayed start. Dutchess BOCES reserves the right to extend the agreement for up to four (4) additional one-year periods, upon mutual written consent.

While Dutchess BOCES intends to execute extensions as described above, nothing herein shall be construed as binding Dutchess BOCES to any extension. Dutchess BOCES reserves the right to decline a contract extension for any reason permitted by law.

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**4. GENERAL INFORMATION****Contract Formation**

The successful vendor's bid submission, together with this RFB and any addenda issued, shall form the basis of the agreement between Dutchess BOCES and the vendor. By submitting a bid, the vendor agrees that all terms, conditions, and specifications of this RFB are binding upon award and shall constitute an agreement once a Purchase Order is issued and accepted. No other documents or terms submitted by the vendor shall be binding unless expressly accepted in writing by Dutchess BOCES.

The following general conditions apply to all bid submissions and will govern the interpretation and administration of this solicitation:

- a. Once Dutchess BOCES has opened bids, there can be no changes to price or terms outside of legally permitted final negotiations of things such as final staffing requirements, payment terms, or guarantees. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel for any reason or no reason at all.
- b. The envelope shall be clearly marked on the front with the name of person, firm, or corporation submitting the bid, and **“RFB for Bus Maintenance and Inspection Services RFB# 2526-08 - bid opening 7/8/2025 2 p.m.”**
- c. Facsimile, telephone, or verbal bid or any modifications of bid documents will NOT be accepted or considered.
- d. Vendors may not alter the bid documents. Any requested modifications must be submitted in a separate document with the bid. Dutchess BOCES reserves the right to deem such bids non-responsive.
- e. Bids received after the time stated for the bid opening date in the Notice to Vendors will NOT be considered and will be returned to the vendor unopened. The vendor assumes all responsibility for having the bid submitted on time at the place specified.
- f. Dutchess BOCES will interpret the submission of a bid to mean that the vendor is fully informed as to the extent and character of the services, supplies, materials, and equipment required and that the vendor can furnish the same in complete compliance with the specifications.
- g. Vendors on the NYS Labor Department or Workers’ Compensation Debarment Lists are ineligible for award. By submitting a bid, the vendor affirms that they are in good standing with both agencies as of the bid date.
- h. No charges will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge imposed upon the vendor.
- i. Dutchess BOCES reserves the right to award this contract to one or more responsive and responsible bidders, if determined to be in the best interest of the District(s). Dutchess BOCES may also reject bids and purchase services under an existing County or New York State contract if such services are available on equivalent terms and at a lower price.
- j. Selection of the awarded bid will be based on the lowest responsible bid in accordance with New York General Municipal Law §103(1) and all other applicable laws and regulations.
- k. To ensure compliance, vendors must provide all required documentation demonstrating their ability to fulfill the contract’s requirements at their bid price.
- l. Prices, and all required information, except signature of bidder, should be typewritten or printed for legibility. Illegible or vague bids may be rejected. All signatures must be written.
- m. Failure to respond to a notice of award does not release the vendor from its obligation to perform under the terms of its submitted bid. Upon notification of award, the vendor has three (3) business days to make a formal written dispute. If no dispute is submitted within this period, the vendor shall be deemed to have accepted the award and must fulfill all contractual responsibilities. Notice of award will be via email.
- n. Even when awarded the contract, the selected vendor(s) will not perform under this contract without an Issued Purchase Order.
- o. It is mutually understood and agreed that the selected vendor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title, or interest therein, or



- their power to execute such contract, to any person, company or corporation without the previous written consent of Dutchess BOCES.
- p. Bid prices shall remain firm for the duration of the initial term of the contract.
  - q. For any contract extensions, the vendor may submit a written request to adjust pricing based on the percentage change (increase or decrease) in the New York State Consumer Price Index (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the preceding 12-month period. All requests for price adjustments must be submitted at least sixty (60) days prior to the renewal date and must include supporting documentation. Any such request is subject to review and approval by Dutchess BOCES. No increase will be applied automatically, and no adjustment shall take effect without prior written approval of Dutchess BOCES. Dutchess BOCES reserves the right to deny any requested increase, negotiate alternate terms, or require continued pricing based on market conditions or budgetary constraints. Price increase requests are not guaranteed.
  - r. Payments of any invoice shall not preclude Dutchess BOCES or its Participating School Districts from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services.

**Public Disclosure and FOIL Notice**

All materials submitted in response to this Request for Bids (RFB) shall become the property of Dutchess BOCES and may be subject to disclosure under the New York State Freedom of Information Law (FOIL), Public Officers Law §§ 84–90. By submitting a bid, the vendor acknowledges and agrees that Dutchess BOCES is a public entity and is obligated to comply with FOIL.

Bid submissions, including pricing and supporting documentation, may be disclosed to third parties upon request, unless a valid exception under FOIL applies. Blanket statements that the entire bid is “confidential” or “proprietary” will not be honored and may result in the bid being considered non-responsive.

Vendors requesting exemption from disclosure for specific proprietary or trade secret materials must clearly identify such content at the time of submission and provide a written justification pursuant to FOIL §87(2)(d). Dutchess BOCES will determine the applicability of any claimed exemption in accordance with the law.

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## **5. QUALIFICATIONS & REQUIREMENTS**

The following requirements apply to all prospective vendors and are conditions of participation in this procurement. Vendors must review and comply with each provision as part of their bid submission. Failure to meet these qualifications may result in disqualification from consideration.

**Registered Motor Vehicle Repair Shop**

The bidder must be currently registered as a Motor Vehicle Repair Shop with the New York State Department of Motor Vehicles (NYS DMV) pursuant to Vehicle and Traffic Law §398. A copy of the current and valid registration certificate must be included with the bid.

**DOT Inspection Authorization**

The bidder must be an official NYS Department of Transportation (DOT) Certified Inspection Station authorized to perform heavy-duty commercial vehicle inspections in accordance with



New York State DOT and DMV regulations. Proof of certification and station number must be provided with the bid submission.

**Qualified Personnel**

All inspections and maintenance must be performed by qualified mechanics holding current and valid certifications appropriate for the work performed, including, but not limited to:

- NYS Certified Motor Vehicle Inspector (Class 2 or higher for buses)
- Any additional certifications required by DOT for commercial vehicle inspection and repair

**Experience and References**

The bidder must demonstrate a minimum of three (3) years of experience performing bus maintenance and DOT inspections for public sector clients, school districts, or commercial fleet operators. At least two (2) references from current or recent clients must be included with the bid.

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**6. CONTRACTOR RESPONSIBILITIES**

The awarded contractor shall be responsible for performing all services in a professional, timely, and fully compliant manner. Responsibilities include, but are not limited to, the following:

**Coordination with NYS DOT**

The contractor shall coordinate directly with the New York State Department of Transportation (DOT) to schedule and host required semiannual bus safety inspections at the contractor's facility. The contractor must ensure adequate space, access, and documentation is available to DOT inspectors on the agreed-upon schedule.

**Provision of Qualified Personnel**

- All services must be performed by appropriately certified personnel, including:
- NYS Registered Motor Vehicle Repair Technicians
- NYS Certified Motor Vehicle Inspectors (appropriate class for school buses)

**Maintenance and Repairs**

The contractor shall provide preventive maintenance, diagnostics, and repair services upon request. Work must meet or exceed manufacturer specifications, applicable codes, and school transportation safety standards.

**Documentation and Recordkeeping**

The contractor must maintain accurate records of all services performed and provide:

- Inspection reports and defect notices
- Repair documentation and reinspection results
- Invoices itemizing labor and parts
- Digital copies of all reports in a format suitable for NYSED audit

**Communication and Notifications**

The contractor shall:

- Provide Dutchess BOCES with at least 10 business days' notice of scheduled DOT inspections
- Immediately notify Dutchess BOCES of any failed inspections or safety-critical repair needs
- Maintain open communication with designated BOCES personnel for service coordination

**Regulatory Compliance**

The contractor must comply with all applicable:

- NYS DOT and DMV regulations
- OSHA and workplace safety requirements
- Vehicle and Traffic Law §398 and 17 NYCRR Part 720
- NYSED transportation regulations and audit standards

**Timely Service Delivery**

The contractor must be able to:

- Schedule inspections and routine maintenance within five (5) business days of request, unless otherwise agreed in writing by Dutchess BOCES.
- Prioritize vehicles deemed “out of service” or requiring reinspection to minimize student transportation disruptions.
- Complete all maintenance and repairs in a manner that supports timely vehicle return to service, based on agreed turnaround expectations.

**Contractor Liability for Fines and Penalties**

The Contractor shall be solely responsible for any fines, penalties, or sanctions imposed by the New York State Department of Transportation (NYS DOT), the Department of Motor Vehicles (DMV), or any other regulatory authority resulting from the Contractor's failure to perform required maintenance or inspections in accordance with applicable laws and regulations. This includes, but is not limited to, failures that lead to the issuance of out-of-service violations or other compliance-related penalties. The Contractor shall indemnify and hold harmless Dutchess BOCES from any such fines, penalties, or associated costs, including reasonable attorney's fees, arising from the Contractor's noncompliance.

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**7. CONTRACT RETENTION & TERMINATION CONDITIONS**

The following conditions govern the continued retention of any contract awarded under this RFB. The District(s) reserve the right to terminate the contract, in whole or in part, under the following:

**Contract Retention**

Dutchess BOCES reserves the right to retain the selected contractor for the full duration of the agreement, including any extensions, provided the contractor complies with all terms and conditions of the contract and performs in a satisfactory manner. Continuation of the agreement into any optional renewal period shall be contingent upon mutual written consent and satisfactory performance, as determined solely by Dutchess BOCES.

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**Termination for Cause**

Dutchess BOCES reserves the right to terminate this contract, in whole or in part, for cause upon written notice to the contractor. Cause shall include, but not be limited to:

- Failure to perform services in accordance with contract requirements
- Repeated delays or failure to meet scheduled inspection or maintenance timelines
- Failure to comply with applicable laws, regulations, or safety standards
- Any other material breach of contract.

Prior to termination, Dutchess BOCES will provide written notice of the deficiency and may allow the contractor a reasonable period to cure the issue, at its sole discretion. In the event of termination for cause, Dutchess BOCES shall not be liable for any costs incurred by the contractor after the effective date of termination.

**Termination for Convenience**

Dutchess BOCES may terminate this contract at any time, for any reason, with at least thirty (30) days' written notice to the contractor. In such case, the contractor shall be compensated for services satisfactorily performed up to the effective date of termination. No compensation shall be due for anticipated profit, loss of future business, or work not yet performed unless otherwise required by law.

**Effect of Termination**

Upon termination, the contractor shall promptly return all Dutchess BOCES property, data, and documentation. Dutchess BOCES shall not be liable for any further obligations, penalties, or damages beyond payment for services accepted and rendered.

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**8. INSURANCE & COMPLIANCE REQUIREMENTS**

The successful bidder shall procure and maintain, at its own expense, insurance of the types and amounts described below, issued by companies authorized to do business in the State of New York. A valid certificate of insurance, including all required endorsements, must be submitted with the bid to Dutchess BOCES.

**A. Commercial General Liability Insurance**

- a. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. Coverage must include: premises and operations, products and completed operations, contractual liability, and independent contractors.
- c. Additional Insured: Dutchess BOCES, its officers, agents, and employees shall be named as additional insureds on a primary and noncontributory basis.

**B. Business Automobile Liability Insurance**

- a. Minimum of \$1,000,000 combined single limit per accident.
- b. Must cover all owned, leased, hired, and non-owned vehicles used in performance of the contract.

**C. Workers' Compensation and Employers' Liability Insurance**

- a. As required by the laws of the State of New York.

**D. Disability Benefits Insurance**

- a. As required by New York State Law.

**E. Umbrella/Excess Liability Insurance**

- a. Minimum limits of \$1,000,000 per occurrence and aggregate
- b. Must provide additional coverage above the limits of the Commercial General Liability and Business Automobile Liability policies.

**F. Certificate of Insurance**

- a. The contractor must provide Certificates of Insurance evidencing the above coverages prior to the commencement of work and upon renewal of each policy.
- b. Certificate Holder: Certificates must name Dutchess BOCES as the certificate holder at the following address:

**Dutchess BOCES, 5 BOCES Road, Poughkeepsie, NY 12601**

- c. Notice of Cancellation: Policies must provide that the insurer will give at least 30 days' prior written notice to Dutchess BOCES of any cancellation or material change in coverage.

**G. Subcontractors**

- a. The contractor shall ensure that any subcontractors engaged in the performance of this contract maintain insurance coverage with the same terms and limits as specified above.

All required insurance policies must remain in full force and effect for the duration of the contract. The vendor shall maintain continuous coverage, without lapse or interruption, from the start date of the agreement through its conclusion, including any authorized extension periods. Dutchess BOCES reserves the right to request updated certificates of insurance at any time to verify active coverage.

Dutchess County BOCES and its participating school districts will be held harmless in the event of a claim or cause of action resulting from an accident or injury by the contractor.

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## **9. DISPUTE RESOLUTION**

To attempt dispute resolution, the process included in this section will be used under this bid award/contract.

Dutchess BOCES and the vendor will initially attempt to resolve the dispute in good faith.

This contract shall be governed by the laws of the State of New York. Any disputes arising under or related to this contract shall be resolved in a court of competent jurisdiction within the State of New York. Binding arbitration is not permitted unless specifically authorized by statute.

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## **10. AWARD AND RESERVATION OF RIGHTS**

The award of this contract shall be made to the lowest responsive and responsible bidder, optimizing quality, cost, and efficiency, in accordance with GML §103(1). While price is a significant factor, the District(s) reserve the right to consider additional criteria in determining responsibility, including but not limited to:

- Company reputation and demonstrated performance of ability to meet contract requirements
- Financial stability and legal standing

- Compliance history with federal and state transportation laws and regulations

In determining responsibility, the District may consider the vendor's demonstrated ability to perform the required services in a manner that meets the operational needs of the District. This includes, but is not limited to:

- Ability to meet the required response and turnaround times
- Proximity to Dutchess BOCES transportation operations and potential impact on vehicle downtime
- Availability of vehicle pickup and return services (if applicable)
- Capacity to perform multiple inspections and repairs concurrently
- History of providing timely service to similar public-sector clients

Dutchess BOCES reserves the right to request additional documentation or clarification from bidders as necessary to evaluate logistical capacity and service feasibility. Failure to demonstrate the ability to meet service expectations may result in a determination of non-responsibility.

Dutchess BOCES reserves the right to reject any or all bids, to waive minor irregularities, and to award a contract deemed to be in the best interest of the District(s), in accordance with New York State General Municipal Law §103 and Education Law §305(14).

### **Conflicting Terms**

In the event of a conflict between the General Terms and Conditions and the detailed Bid Specifications, the provisions of the Bid Specifications shall prevail.

Dutchess BOCES also reserves the right to resolve any ambiguity or conflict in the bid documents in the manner deemed most favorable to the agency as determined by the purchasing agent or business official.

Any terms submitted by the vendor that conflict with the terms of this solicitation shall be deemed void and without effect unless expressly accepted in writing by Dutchess BOCES.

### **Timing**

Dutchess BOCES may make awards within ninety (90) days of bid opening. Bids may not be withdrawn during this period.

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## **11. PAYMENTS**

No payments can be made without an itemized invoice against a properly issued purchase order, and the contractor acknowledges that **services are not to be provided until and unless they received a properly issued purchase order.**

Only items covered under this agreement are to be invoiced and no payment will be made for "off contract" items unless approved in writing in advance.

Payments to contractors will be on a monthly basis no less than forty-five (45) days after receipt of itemized bills from the vendor. For the month of June of any given year, all invoices must be in the District(s) Business Office no later than two (2) business days after the last day of student transportation.

Vendors are encouraged to provide any discounts available for prompt payment. e.g. 5% 15 Net 45. However, Dutchess BOCES shall not be bound to any payment term shorter than forty-five (45) days.

**NON-APPROPRIATION CLAUSE**

In accordance with New York State General Municipal Law, Dutchess BOCES shall not be held liable for any purchases or contracts for which funding is unavailable or withdrawn prior to issuance of a purchase order. Vendors agree to hold Dutchess BOCES harmless for any commitments made in the absence of an authorized purchase order.

The issuance of a purchase order indicates that funds have been encumbered for the stated goods or services. In the event a project or purchase must be canceled after issuance, Dutchess BOCES shall only be liable for actual, documented costs incurred up to the time of cancellation. No additional claims for anticipated profit, restocking fees, or future damages shall be honored.

## Pricing Sheet for RFB 2526-08

### Dutchess BOCES

#### Bus Maintenance and Inspections

Service Type	Unit/Rate	13-Passenger Wheelchair Bus (e.g., Chevy Starcraft)	70-Passenger Bus (e.g., Thomas)	Minivans (e.g., Chrysler Pacifica/Voyager)
DOT Inspection Fee	Per Inspection			
Preventive Maintenance (Basic Service)	Per Vehicle			
Hourly Labor Rate â€” Passenger-Style Vehicles	Per Hour			
Hourly Labor Rate â€” Full-Size Buses	Per Hour			
Parts Markup Over Cost	Percent Over Cost			
Vehicle Pickup & Return (if offered)	Per Round Trip			
<p>To evaluate bids fairly and consistently, Dutchess BOCES will apply an estimated usage formula to all submitted pricing. This formula will be based on anticipated service needs for a typical year and will be applied uniformly across all vendors.</p> <p>Estimated quantities for inspections, labor hours, and parts usage will be multiplied by the rates submitted in this sheet to calculate a projected annual cost. This projected cost will be used for comparative evaluation purposes only and does not represent a guarantee of actual usage or payment.</p>				



**BIDDER RESPONSIBILITY QUESTIONNAIRE**

<i>COMPANY NAME:</i>		
<i>ADDRESS:</i>		
<i>CITY:</i>	<i>STATE:</i>	<i>ZIP:</i>
<i>POC:</i>		<i>TITLE:</i>
<i>PHONE:</i>		<i>FAX:</i>
<i>EMAIL:</i>		Years in business under current name:
BUSINESS REFERENCE 1:		BUSINESS REFERENCE 2:
<p style="text-align: center; font-size: small;"><i>Please attach additional references or more details when applicable.</i></p> <p><b>Legal &amp; Compliance</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> I have read the terms and conditions of this RFB and agree to them</li> <li><input type="checkbox"/> Vendor is in good standing with NYS Dept. of State</li> <li><input type="checkbox"/> No bankruptcy, liens, or judgments in past 5 years</li> <li><input type="checkbox"/> Not debarred or suspended by any agency</li> <li><input type="checkbox"/> Even when awarded, a PO is required to perform</li> <li><input type="checkbox"/> This bid is valid for no less than 90 days from the scheduled Bid Opening</li> <li><input type="checkbox"/> Pricing for the initial term is fixed per this bid and RFB terms</li> <li><input type="checkbox"/> No terms or stipulations added to this bid are binding unless agreed in writing by Dutchess BOCES</li> <li><input type="checkbox"/> Vendor has an existing schedule with DOT inspectors</li> </ul>		
<i>Comments:</i>		
<p>The undersigned agrees to supply the service and products bid and as agreed upon in final contract and pursuant to the terms of this Request For Bid.</p> <p style="margin-top: 20px;"><i>SIGNATURE :</i></p>		

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**Non-Collusive Bid Certification**

I. In accordance with Section 103-D of the General Municipal Law, the following must be subscribed to by every vendor:

By submission of this bid, each vendor and each person signing on behalf of any vendor, 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 knowledge and belief:

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 vendor or with any competitor;

2. Unless otherwise required by law, the prices which have been presented in this bid have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and

3. No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where (A) (1), (2), and (3) above have not been complied with; provided, however, that if in any case the vendor cannot make the foregoing certification, the vendor shall so state and shall furnish with the bid, a signed statement which sets forth in detail the reasons therefore. Where (A) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the vendor (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed for pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of section I. (A) above.

II. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate vendor for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to Section I above, shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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Company

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Signed

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Title

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**IRAN DIVESTMENT ACT CERTIFICATION****Pursuant to New York State Finance Law §165-a  
(the “Iran Divestment Act of 2012”)**

By submitting 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

As a condition of submitting a bid or bid to Dutchess BOCES, the undersigned further certifies, under penalty of perjury, the following:

The bidder will not utilize any subcontractor or affiliate that is identified on the Prohibited Entities List to perform work under this contract.

The bidder certifies that no funds received from Dutchess BOCES will be used to conduct or support activities in violation of the Act.

If the bidder is unable to make the above certification, the bidder must provide a detailed written explanation of the circumstances.

**Bidder Certification (Check One):**

☐ I certify that the bidder is not on the Prohibited Entities List and is in full compliance with the Iran Divestment Act.

☐ I cannot certify compliance. An explanation is attached.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**Sexual Harassment Prevention Certification**

State Finance Law §139-l requires vendors on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of §201-g of the Labor Law.

By submission of this bid, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid, each party thereto certifies its own organization, under penalty of perjury, that the vendor has and has implemented a written policy addressing sexual harassment prevention in the workplace, and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of §201-g of the Labor Law.

The signature below certifies its compliance with State Finance Law §139-l.

Bidder: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This form must be signed by an authorized executive or legal representative.

If the vendor cannot make the above certification, they must provide a statement with their bid detailing the reasons:

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**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

PLEASE COMPLETE A OR B BELOW:

- A. No affiliations or financial interests exist between myself and any segment of Dutchess BOCES or any employee, board member or elected official of Dutchess BOCES.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

- B. An affiliation or financial interest exists with a Dutchess BOCES employee, board member or elected official. The affiliation or financial interest is as follows (please be specific):

Explain Here:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_