

**Niskayuna Central School District  
1239 Van Antwerp Rd  
Niskayuna, NY 12309**

**Bid #: 0815-23 Transportation - Bus Parts  
Due Date 3:00p.m. on Tuesday, August 15, 2023  
Location: Niskayuna Central School District Office**

These specifications are for various paper needs during the school year for the Niskayuna Central School District for the 2023-2024 school year but can be extended by mutual agreement at the bid price awarded (or increased/decreased according to the CPI). The work to be performed under these specifications shall consist of providing the materials outlined in the specifications (Appendix A).

**1. SUBMISSION AND REJECTION OF BIDS:**

- A. The Niskayuna Central School District reserves the right to consider incomplete any bid not prepared and submitted in accordance with the provisions of these specifications and the Notice to Bidders and to waive any informalities or defects in such proposals or to reject any or all bids either before or after the time for the opening of bids.
- B. The Niskayuna Central School District reserves the right to reject any and all bids whenever it is deemed to be in the best interest of the Niskayuna Central School District to do so.
- C. The Niskayuna Central School District further reserves the right to reject an item or alternate and award only those items which are in the best interest of the School District

**2. PREPARATION OF BIDS:**

- A. Bids must be submitted on the standard printed Bid Offer Sheet which is provided with these specifications. All blank spaces, prices and information must be completed legibly in ink or typed. Illegible or vague bids may be rejected. Any blank calling for information not applicable to the bid shall be filled in by the bidder with the letters "NA". A blank space not filled in by a bidder will be interpreted as a "No Bid".
- B. No alterations or erasures should appear on the bid. Additional language or stipulations entered on the bid form by a bidder may not be honored and may invalidate the bid.
- C. A bidder shall make no stipulations on the bid form nor qualify his/her bid in any manner. Any bid may be rejected which purports to qualify, limit, amend or omit any requirement of the bidding documents.
- D. A bid shall include the legal name of the bidder and a statement whether the bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the bidder to a contract.

- E. Bidders are required to complete and to sign and submit with the bid offer the (a) Bid Offer Sheet; (b) Non-Collusion Sheet; and (c) any other bidding documents which are required.
- F. All required signatures shall be handwritten in ink with the full name of the person executing the documents. No initials, stamp, Xerox or other facsimile, or company name may be used in lieu of any required signature. A bid by a corporation shall further give the State of Incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the bidder.
- G. The Bid Offer Sheet and all other required submittals must be submitted sealed in an envelope and must be endorsed on the outside of the envelope with the bidder's name, address, and marked with the bid number & name of the bid.
- H. Bidders should not return the specifications or "Notice to Bidders." These documents should be retained by the bidder.
- I. Bids received after the designated bid opening date and time will not be considered.
- J. Telephone quotations or amendments will not be accepted at any time. Bids received by fax will not be accepted at any time.
- K. All costs in connection with preparation and submission of proposals shall be borne by bidders.
- L. Each bidder shall assume the risk of any delay in the mail or the handling of mail by employees of the Niskayuna Central School District or others. Whether sent by mail or delivered in person, the bidder assumes the responsibility for having the bid arrive timely in the Business Office, Attn: Purchasing Department, at 1239 Van Antwerp, Niskayuna, New York 12300.
- M. Bidders may not withdraw proposals within forty-five (45) days following the date of the opening of bids.
- N. Bidders shall submit promptly, upon request of the Niskayuna Central School District, documentary evidence as to financial, technical, and practical ability to perform the duties of the contract.

### **3. EXEMPTION FROM SALES & COMPENSATING USE TAXES:**

- A. The Niskayuna Central School District is exempt from payment of sales and compensating use taxes of the State of New York and of cities, counties and other subdivisions of the State, on materials sold and services performed pursuant to the provisions of these specifications. These taxes are not to be included in bids.
- B. Successful bidder's purchases of tangible personal property which does not become an integral component part of the exempt organization's real property, and is consumed by the successful bidder as well as purchases of taxable services are subject to tax.

### **4. KNOWLEDGE OF SPECIFICATIONS:**

The bidder(s) agree to comply with and do hereby agree to accept the following conditions:

- A. The submission of a bid offer will be construed as an indication that the successful bidder is fully informed as to the extent and character of the work required and can perform the work required satisfactorily in complete compliance with the specifications without any extras.
- B. Any questions about the requirements of the bidding procedures, including questions about the meaning of any part of the specifications, must be submitted in writing to the District Purchasing Department, 1239 Van Antwerp Rd., Niskayuna, New York 12309, or [purchasing@niskyschools.org](mailto:purchasing@niskyschools.org) at least three (3) days prior to the scheduled bid opening. A written answer will be prepared and will thereafter be sent to all bidders of record (in some cases in the form of an addendum) prior to the time of submission of the bids. Such written answer will be binding on all bidders. No explanation of bidding procedures or interpretation of the specifications will be binding on the School District unless it is made in writing and no bidder should rely on an oral answer given by any person.
- C. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and any other documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.
- D. No allowance or concession will be made to the bidder for any alleged misunderstanding or misinformation relating to any conditions of the bid.

## **5. QUALIFICATIONS OF BIDDERS:**

- A. The Niskayuna Central School District may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Niskayuna Central School District all information and data for this purpose as the School District may request, including but not limited to, current financial statements and a list of three (3) commercial customers for whom the bidder has performed or provided the requested product/service in the last 3 years with the address and a list of phone numbers for each customer.
- B. The Niskayuna Central School District reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the School District that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- C. All work under the contract shall be performed by a contractor with a minimum of three (3) years' experience in the work to be performed hereunder.
- D. Work shall be performed by a sufficient force of properly trained personnel who are skilled in; familiar with the procedures and work to be performed; and who are working under the supervision of a qualified foreman, if applicable. If any work performed hereunder requires that the worker be licensed to perform such work, then every worker performing such work shall be properly licensed.

## **6. STATE LAWS AND REGULATIONS:**

- A. The successful bidder shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York, and all other applicable laws and regulations governing the activities to be performed hereunder.
- B. If any provision of said laws and regulations sets a standard different from the standard established in these specifications, then the successful bidder shall perform all work so as to meet the more stringent of the two standards.

## **7. MINIMUM WAGE RATE SCHEDULE:**

### **A. Wage Rates**

In accordance with Sections 220, subdivision 3, and 220-D of the New York State Labor Law, there shall be paid each employee engaged in work on the project under this contract in the trades or occupations necessary to successfully complete the work not less than the prevailing rate set for the trade or occupation in which he is engaged.

B. In the event that the successful bidder wishes to employ occupations other than those listed, he shall request the establishment of a rate for each such occupation and he shall pay the rate so established. This payment shall be retroactive, if applicable.

C. Wage Rate Determination

New wage rates may be re-determined by the New York State Department of Labor during the period that work is being performed under this contract. The successful bidder shall pay such re-determination rates, if applicable, but the Niskayuna Central School District shall continue to pay the bid price for services under the contract and shall not pay any increase in price attributable to such re-determined wage rates. Bidder should take the possibility that wage rates will be re-determined into account when computing their bids. The successful bidder's hourly rate shall not be changed after the Award of Contract.

**8. INSURANCES & TAXES:**

A. The successful bidder shall provide, pay for, and maintain such insurance as will protect the Niskayuna Central School District and the successful bidder from claims under Workers Compensation Acts and amendments thereto.

B. The successful bidder shall pay salaries and expenses of its employees and shall perform all obligations and discharge all liabilities imposed upon employers under tax, labor, wage hour, workers compensation and insurance, social security, and any and all federal, state, county, and local laws and regulations.

C. The successful bidder, at his expense, shall at all times carry liability insurance insuring himself and the School District with limits as follows:

I. Workers Compensation Insurance  
a. Statutory benefits  
b. Employer's liability – at least \$1,000,000.00

II. Commercial General Liability (including Contractual and Personal Injury Liability):  
a. \$1,000,000 Each Occurrence  
\$2,000,000 Aggregate

III. Commercial Crime Coverage:  
a. Coverage in the amount of at least \$250,000 for each occurrence, covering a direct loss of property or money of a client caused by dishonest acts of the successful Bidder's agent or employees.

IV. Commercial Automobile Liability (including owned, non-owned and hired vehicles)  
a. \$1,000,000 Combined Single Limit

- V. Umbrella Excess Liability
  - a. \$5,000,000 Each Occurrence
  - b. \$5,000,000 Aggregate

The policies shall name the Niskayuna Central School District, its employees, and its Board of Education as additional insured, with no responsibility for payment of premiums.

- D. With the bid proposal, the successful bidder shall furnish to the Niskayuna Central School District certificates of insurance from an insurance company authorized to do business in the State of New York, and rated “A-” or better by AM Best. The certificate shall provide a thirty (30) day written notice of cancellation of such insurance.

**9. AWARD OF CONTRACT:**

- A. Except where the Niskayuna Central School District exercises the right to reject any or all proposals, the contract award will be made to the responsible bidder submitting the lowest bid proposal; and compliance with all requirements of the “Notice to Bidders” and after the bidder’s responsibility and capability is confirmed.
- B. Payment will be made after a properly prepared invoice is submitted to the Niskayuna Central School District, Accounts Payable, 1239 Van Antwerp Rd., Niskayuna, NY 12309. A properly prepared invoice includes, but is not limited to, sufficient detail for the District to determine services rendered. For example, date, location, fee & total. Failure to provide proper detail may delay or disqualify payment.
- C. The period of this contract shall commence on Augst 23, 2023 and terminate on June 30, 2024.
- F. The School District will not require the successful bidder to execute contract documents after the award of the bid. Instead, in order to reduce paperwork to a minimum, the notification of the successful bidder by the Board of Education of the award of the bid to the successful bidder will be deemed an acceptance by the School District of the offer of such bidder to furnish the product or services set forth in this bid offer. In such cases, such contract documents shall consist of the following:
  - 1. “Notice to Bidders”
  - 2. The “Specifications”
  - 3. The “Bid Offer Sheet”
  - 4. The “Notification of Award of Contract”

**10. BIDDER’S CONTRACT RIGHTS:**

The award of a contract pursuant to a bid submitted in response to these specifications shall not give the successful bidder any exclusive rights to perform or provide a service or product at sites of the School District. The School District reserves the right, during the term of this contract, to solicit and accept bids, and to award a different or additional contract for a service when it is deemed to be in the best interest of the School District to do so. The School District further reserves the right, during the term of this contract, to use its own employees to perform the service or produce the product when it is deemed to be in the best interests of the School District to do so.

**11. SCOPE:**

- A. The successful bidder shall provide the requested materials to the various buildings of the School District throughout the school year, as requested by the District Purchasing agent or their designee.

**BID CHECKLIST:**

The following items must be submitted:

- \_\_\_ Bid Offer Sheet
- \_\_\_ Non-Collusive Bidding Certification

**NISKAYUNA CENTRAL SCHOOL DISTRICT**  
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**Appendix A**

Pricing shall be valid for the period of 8/23/2023 – 6/30/2024.

All pricing is subject to change due to the changing market conditions.

The District shall be provided an updated list price sheet at the time of price change. In the event The District is not provided an updated list, The District shall refer to the most recent price list provided at time of purchase.



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**Appendix B**

**BID OFFER SHEET**

**Please provide on separate document: List Price Sheet to include Item/Part Number, Item Description, Manufacturer and the corresponding list price.**

**Percentage off List Price** \_\_\_\_\_ %

**Maximum Percentage Markup Over Cost** \_\_\_\_\_ %

**BID IS SUBMITTED BY:**

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

Name of Bidder \_\_\_\_\_

Street Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Name of Responsible Representative \_\_\_\_\_

Please Print

Signature & Title of Responsible Representative \_\_\_\_\_

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**Appendix C**

**Non-Collusive Bidding Certification**

- A. 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 knowledge and belief:
1. 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 with any competitor;
  2. 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;
  3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
  4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid;
  5. The bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project;
  6. The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for the bidder's submitting a complementary bid or agreeing to do so on this project;
  7. The individual signing on behalf of the bidder represents and warrants that they are authorized to sign on behalf of the bidder and that they have made a diligent inquiry of all members, officers, employees and agents of the bidder with responsibilities relating to the preparation, approval or submission of the bid on this project and have been advised by each of them that he/she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this certification; and
  8. This certification is in accordance with Section 103-d of the General Municipal Law.
- B. If the bidder is a corporation, a corporate resolution authorizing the signing of the bid and this certification shall be included with the bid.

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

**NISKAYUNA CENTRAL SCHOOL DISTRICT**  
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**Appendix D**

**Certification of Compliance with the Iran Divestment Act**

Pursuant to State Finance Law § 165-a, on August 10, 2012 the Commissioner of the Office of General Services (OGS) posted a prohibited entities list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b). Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List. During the term of the Contract, should the District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_ Notary  
Public: \_\_\_\_\_