

Baldwinsville Central Schools

29 East Oneida Street
Baldwinsville, New York 13027
(315) 638-6055
(315) 635-3970 (fax)

TO: Board Of Education
FROM: James Rodems
DATE: June 17, 2013
RE: Bid Award #337

It is recommended that the Bid for:

4X4 Utility Work Machine #337

be awarded to the low bidder:

Bobcat of Central New York.....\$43,588.47
including trade in of \$3,000 on our Bobcat 742B

Bids were also sent to:

1. BJ's Outdoor Power Equipment

Description	Bobcat of CNY
2013 Bobcat 5600-F Turbo Utility Work Machine	\$43,588.47
Including:	1 year Warranty

Baldwinsville Central Schools

29 East Oneida Street
Baldwinsville, New York 13027
(315) 638-6055
(315) 635-3970 (fax)

- NOTICE TO BIDDERS -

Sealed bids are to be addressed and delivered to:

Baldwinsville Central School District
Attn: Patricia McKenna
29 East Oneida Street
Baldwinsville, New York 13027

They will be received until Tuesday, June 11, 2013 at 1:00PM at which time they will be opened for:

4X4 UTILITY WORK MACHINE

Specifications and bid forms may be obtained as said office or online at www.bville.org (Administration/Business Office/Purchasing). The Board Of Education reserves the right to reject any and all bids.

Any bids submitted will be binding for **SIXTY** (60) days subsequent to date of bid opening.

By order of the Board Of Education, Baldwinsville Central School District, Onondaga County, Baldwinsville, New York 13027.

Dated: May 23, 2013

James Rodems
Assistant Superintendent for Mgt. Services

Name of Bidder _____

Address _____

Contact _____

Phone _____ Fax _____

Please do not separate these pages.

Baldwinsville Central Schools

Baldwinsville, New York 13027

- INSTRUCTIONS -

1. Complete the Specifications and Bid Form. Bids **MUST** be submitted on the enclosed set of forms. Failure to do so may result in rejection of bid.
2. Complete and sign the Non-Collusive Bidding Certificate. *A bid may be rejected if the Non-Collusive Bidding Certificate is not signed.*
3. Return the entire packet. The following should be included and returned:
 - COVER SHEET (1)
 - INSTRUCTIONS (2)
 - GENERAL CONDITIONS (3)
 - NON-COLLUSIVE BIDDING CERTIFICATE (4)
 - SPECIAL CONDITIONS (5)
 - SPECIFICATIONS & BID FORM (6)
4. It is the responsibility of the Bidder to make sure all pages are included in the bid Packet. If any part of the bid packet is missing you must notify this office **prior** to the bid opening so a complete packet can be sent. *Failure to complete any part of the bid because it was not included in the bid packet may be cause for rejection.*
5. Bids shall be enclosed in an opaque envelope with the NAME OF BIDDER and the statement that "ENVELOPE CONTAINS A SEALED BID FOR 4X4 UTILITY WORK MACHINE #337 TO BE OPENED ON Tuesday, June 11, 2013 at 1:00PM."

NOTE: We will NOT be responsible for bids that are opened by this office because it was not noted on outside of envelope that the envelope contains a sealed bid.

6. Direct any inquires concerning bid instructions to Patricia McKenna, Purchasing, (315) 638-6060 or email at Pmckenna@bville.org.
7. The Board Of Education reserves the right to reject any or all bids.

BALDWINSVILLE CENTRAL SCHOOL DISTRICT

Baldwinsville, New York 13027

- GENERAL CONDITIONS -

(for the purchase of materials, supplies, and equipment)

All invitations to bid issued by the above named school district will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the School District.

DEFINITIONS

"School District"	- shall be the legal designation of the district
"Board"	- the Board of Education of the School District
"Bid"	- an offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, and the specifications
"Bid Offer"	- the form on which the bidder submits his bid
"Bidder"	- any individual, company, or corporation submitting a bid
"Successful Bidder"	- any bidder to whom an award is made by the School District
"Specifications"	- description of materials, supplies, and/or equipment and the conditions of its purchase

BIDS

- The date and time of bid opening will be given in the 'Notice to Bidders'.
- All bids must be submitted on and in accordance with forms provided by the board.
- All bids received after the time stated in the 'Notice to Bidders' may not be counted and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid deposited on time at the place specified.
- All information required by 'Notice to Bidder's', 'Specifications', and 'Bid Offer', in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
- The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials or equipment satisfactorily in complete compliance with the specifications.
- No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
- Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable.
- Sales to School Districts are not affected by any fair trade agreements. (General Business Law, Ch. 39, Sec. 369-A, Sub.3, L. 1941).
- No charge will be allowed for federal, state or municipal sales and excise taxes since the School District is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
- In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the School District as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must, in every instance, give the trade designation of the article, manufacturer's name, and detailed specification of items he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
- Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.
- All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
- When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid may be rejected.
- All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise bid may be rejected.
- Bidder must insert the price per unit and the extensions against each item in their bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
- Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
- Under penalty of perjury, the bidder certifies that:
 - The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids, and
 - The contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. See Section 103-d reproduced on back.
- All bids must be sealed. They may be submitted either in plain, opaque envelopes, or in those furnished by the School District. Bid envelopes must be clearly marked "Bid". Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telegraphed bids may be considered at the

discretion of the School District. Telephoned quotations or amendments will not be accepted at any time.

19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the School District, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the School District in the form of addenda to the specifications. All addenda so issued shall become a part of the contract document.
20. If supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the

successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for the School District. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the Board.

SAMPLES

1. All specifications are minimum standards; and accepted bid samples do not supersede specifications for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
2. The School District reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the School District may reject the bid; or if award has been made, cancel the contract at the expense of the successful bidder.
3. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples

are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying address to which they are to be returned provided they have not been used or made useless by testing. Award samples may be held for comparison with deliveries. The School District will not be responsible for any samples destroyed or mutilated by examination or testing. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the School District shall have the right to dispose of them as its own property.

AWARD

1. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
2. The School District reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part, to waive technical defects; qualifications; irregularities; and omission, if in its judgment the best interest of the district will be served. Also reserved is the right to reject, for cause, irregularities; and omission, if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on State

contract if such items can be obtained on the same terms, conditions, specifications, and at lower price.

3. The School District reserves the right to make awards within sixty (60) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
4. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

CONTRACT

1. Each bid will be received with the understanding that the acceptance thereof in writing by the School District, approved by the Board of Education, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the School District. Contract shall bind the successful bidder on their part to furnish and deliver at the prices and in accordance with the conditions of their bid. Contract shall bind the School District on its part to order from such successful bidder (except in the case of emergency) and to pay for the contract prices, all items ordered and delivered, within ten (10) per cent over or under the award quantity, unless otherwise specified.
2. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in their bid, will be considered sufficient notice of acceptance of contract.
3. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the School District, or fails to make replacements of rejected articles, when so requested, immediately or as directed by the School District, the School District may purchase from other sources to take the place of the item rejected or not delivered. The School District reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the School District promptly for excess costs occasioned by such purchases. Should the cost be less, the successful

bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

4. A contract may be canceled at the successful bidder's expense upon non-performance of the contract.
5. If the successful bidder fails to deliver as ordered, the School District reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.
6. Cancellation of contract for any reason may result in the removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
7. When materials, equipment or supplies are rejected, they must be removed by the successful bidder from the premise of the School District within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and the School District shall have the right to dispose of them as its own property.
8. No items are to be shipped or delivered until receipt of an official order from the School District.
9. It is mutually understood and agreed that the successful bidder 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 other person, company, or corporation, without the previous written consent of the School District.

INSTALLATION OF EQUIPMENT

1. The successful bidder shall clean up and remove all debris and rubbish resulting from their work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
2. Equipment, supplies, and materials shall be stored at the site only on the approval of the School District and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
3. Work shall be progressed so as to cause the least inconvenience to the School District and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install their work promptly.
4. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
5. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

6. The Successful bidder guarantees:
 - a) Their products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - b) To furnish adequate protection from damage for all work and to repair damages of any kind for which they or their work people are responsible, to the building or equipment, to their own work, or the work of other successful bidders.
 - c) To carry adequate insurance to protect the School District from loss in case of accident, fire, theft, etc.
 - d) That all deliveries will be equal to the accepted bid sample.
- a) That the equipment or furniture offered is standard, new, latest model or regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the School District.
2. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the School District.

DELIVERY

1. Delivery must be made as ordered and in accordance with the proposal and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days). The decision of the School District as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 51 will be cause for open market purchase at the expense of the successful bidder.
2. The School District will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, as replacement, or is overdue, in which event the conveniences of the School District shall govern.
3. Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
4. The successful bidder shall be responsible for delivery of items in good condition at point of destination. They shall file with the carrier all claims for breakage, imperfections and other losses, which will be deducted from invoices. The receiving School District will note, for the benefit of successful bidder, when packages are not received in good condition.
5. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the School District. The successful bidder will be required to furnish proof of delivery in every instance.
6. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder and the School District accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to them. No help for unloading will be provided by the School District, and suppliers should notify their truckers accordingly.
7. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered:
 - a) Contract Number and/or Purchase Order Number
 - b) Name of Article
 - c) Item Number
 - d) Quantity
 - e) Name of successful bidder
 - f) Cartons shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept goods.

PAYMENTS

1. Payment for the used position of an inferior delivery will be made by the School District on an adjusted price basis.
2. Payments of any claim shall not preclude the School District from making claim for adjustment of any item found not to have been in accordance with general conditions and specifications.

SAVING CLAUSE

1. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract
2. shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. Section 103-d. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: non-collusive bidding certification.
2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in 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:
3. The price in this bid has 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;
4. 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; and
5. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
6. 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 bidder cannot make the foregoing certification, the bidder 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 their designee, determines that such disclosure was not made for the purpose of restricting competition.
7. The fact that the bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, with more, a disclosure within the meaning subparagraph one (a).
8. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder 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 in subdivision on of the section, shall be deemed to have been authorized by the board of directors of the bidders, and such authorization 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.

BALDWINSVILLE CENTRAL SCHOOL DISTRICT
 Baldwinsville, New York 13027

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project to any other bidder, competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that they has fully informed themselves 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 in its behalf;
5. That attached hereto (if a 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 corporate bidder.

Signature

Title

RESOLUTION - for corporate bidders only

RESOLVED that _____ be authorized to sign and submit the proposal of this corporation for the subject bid and to include in such proposal the certification for the subject bid and to include in such proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

A resolution authorizing the above signature was adopted by this corporation at a regular meeting of its board of directors. Such resolution is still in full for force and effect.

SEAL OF THE CORPORATION _____

Secretary

Baldwinsville Central Schools

Baldwinsville, New York 13027

- SPECIAL CONDITIONS -

4X4 UTILITY WORK MACHINE #337

Tuesday, June 11, 2013 at 1:00PM

1. The Baldwinsville Central School District invites you to participate in the Bid for 4X4 UTILITY WORK MACHINE.
2. It is the intent of this District to buy good quality merchandise. Where a specific brand or manufacturer has been indicated for any item in bid, it is to mean **"OR EQUAL TO"**. Where substitutes for items specified are offered, which are claimed to be equivalent, **bidder must furnish information as to manufacturer and model number. Failure to do so will indicate to the district that EXACT item as specified is being bid.**

If substitute items are found to be less than the quality specified, the item(s) will be rejected. The School District shall be the sole determination as to the quality of the product and such decision shall be final.

3. To prevent any bidder's misunderstanding, a vendor's bid must be in the District's requested quantity and size specified. Any line item may be rejected if such a change is submitted.
4. The District will **not** pay any additional delivery charges and/or sales tax. Bid price is to include all charges.
5. The School District reserves the right to make awards within 60 (Sixty) days after date of bid opening during which time bids may not be withdrawn.
6. The District will no longer mail out a bid tabulation unless a Self Addressed, Stamped Envelope is included in bid. Bid tabulation can be found on the Purchasing website at: (www.bville.org/Departments/Business Office/Purchasing).
7. The Board Of Education reserves the right to waive any informalities in or reject any or all bids.

Baldwinsville Central Schools

Baldwinsville, New York 13027

- BID FORM & SPECIFICATIONS -

4X4 UTILITY WORK MACHINE #337

Tuesday, June 11, 2013 at 1:00PM

Pursuant to and in compliance with your advertisement for bids for the item(s) listed below, the Notice To Bidders, Special Conditions and Detailed Specifications, the undersigned offers items specified for the price set forth below.

1 each **2013 Bobcat 5600-F Turbo Utility Work Machine** or equal, per attached specifications, including all ADDITIONAL OPTIONS listed on page 5.

Model Year: _____

Alternate offered: (must include make, model and all specs and options): _____

Total Delivered Price including all charges: \$ _____

Options Included per Specs? Yes or No

Additional Options (Not from page 5) INCLUDED IN ABOVE PRICE: _____

Additional Options available and *NOT INCLUDED ABOVE*:

_____ \$ _____
 _____ \$ _____
 _____ \$ _____

Delivery by (date): _____

Warranty: _____

Name of Bidder _____ Date _____

Address _____

Phone _____ Email _____

By: _____ Title: _____

Signature _____