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**Request for Bid
NCSD-25-006**

USED FRONT END LOADER TRACTOR

**Niskayuna Central School District
1430 Balltown Road
Niskayuna, NY 12309
Phone: (518) 377-4666**

SUBMISSIONS DUE BY: JANUARY 17, 2025 at 2:00 PM

TIMELINE:

RELEASE OF RFB: JANUARY 6, 2025

QUESTIONS DUE FROM VENDORS: JANUARY 10, 2025 at 4:00pm

DISTRICT PROVIDES ANSWERS TO QUESTIONS: JANUARY 13, 2025

BID DUE DATE: JANUARY 17, 2025 at 2:00 pm

PURCHASE ORDER CONFIRMATION: JANUARY 29, 2025

RFB AWARD BY BOARD OF EDUCATION: JANUARY 28, 2025

In accordance with the provisions of Section 103 of the General Municipal Law, an advertisement has been published in the local newspaper.

SECTION II - PROPOSAL SUBMITTAL

POINT OF CONTACT

The sole point of contact at the District for purposes of this RFB prior to the award of a contract is the Purchasing Agent. All contact relative to this RFB should be made in writing and directed to:

Michael DeSantis, Purchasing Agent
Niskayuna Central School District
1430 Balltown Road
Niskayuna, New York 12309
518-377-4666 x50709
mdesantis@niskyschools.org

PROPOSAL REQUIREMENTS

In order to provide a uniform review process, all proposals must include the following:

1. **Bid Cover Sheet:** Include the Request for Bid title and number, the name, address and telephone number of the company, name/title of primary contact person, and submission date **(Use Attachment A: Bid Cover Sheet)**
2. **Summary of Company's Qualifications:** An overview of the company, prior or present projects that demonstrate your qualifications to perform this work.
3. **Bid Sheet with Cost:** Provide a unit cost for each item specified based on the requirements outlined in this RFB, specifically Section VII Specifications. **(Use Attachment B: Bid Pricing Sheet)**
4. **Certificate of Insurance:** Provide a certificate of insurance that addresses the requirements outlined in **Attachment C**.
5. **Required Certifications:** Provide the Non-Collusion Certification and Iran Divestment Act Certification **(Attachments D and E)**.
6. **References:** Provide a minimum of five (5) references that you have worked with in the last five (5) years. **(Use Attachment F)**

FORM OF SUBMITTAL

Submit one (1) clearly labeled original and one (1) copy of your Bid and completed Attachments in a sealed package with the company submitting identified on the package, addressed as follows:

Niskayuna Central School District
1430 Balltown Road
Niskayuna, NY 12309

Attention: Michael DeSantis, Purchasing Agent
USED FRONT END LOADER TRACTOR

DELIVERY OF PROPOSALS

The Bid shall be properly addressed as shown in Section VIII and delivered or mailed so that the Bid is received on or before the response date and time.

Requests for extension of this date or time shall not be granted. Proposers mailing bids should allow sufficient mail delivery time to ensure timely receipt by the District; please note that daily mail through the U.S. Post Office often arrives at the District after 3:00 PM. Bids received by the District after the closing time and date will not be considered. Bids delivered by e-mail or facsimile shall not be considered. The District does not accept responsibility for late or mis-delivered Bids.

RESPONSE DATE AND TIME

The response due date and time is:

JANUARY 17, 2025 at 2:00 PM

SECTION I - GENERAL INFORMATION/CONDITIONS

Summary Statement:

The purpose of this Request for Bids (RFB) is for the Niskayuna Central School District to have a vendor supply and deliver a used Front End Loader Tractor.

General Information:

Niskayuna Central School District is located in Schenectady County, operates one high school, two middle schools and five elementary schools. The district has approximately 900 employees total, working in teaching/instructional, support staff and administrative roles.

SECTION II - GENERAL REQUIREMENTS

Instructions to Bidders:

The submission of a Bid will indicate that the Bidder (1) has read the instructions, (2) will abide by the terms and conditions governing this Request for Bid, and (3) understands the requirements for delivery of the services specified.

General Instructions:

Bidders must submit all required forms with their proposal. A completed proposal must be submitted. Each Bid is considered a binding contract. Bidders **cannot** change prices after they have been awarded a contract. When a contract is awarded, the successful Bidder **must** provide all of the services.

Questions:

Any questions about the requirements of this request for Bid, including questions about the meaning of any part of the specifications, must be submitted in writing to the Purchasing Agent, Michael DeSantis, 1430 Balltown Road, Niskayuna, NY 12309, or mdesantis@niskyschools.org. Questions must be submitted by 4 p.m. on Friday, January 10, 2025. A written answer will be prepared and will thereafter be sent to all vendors of record (in some cases in the form of an addendum). Such written answers will be binding on all vendors. No explanation of RFB response procedures or interpretation of the specifications will be binding on the School District unless it is made in writing and no vendor should rely on an oral answer given by any person. Under no circumstances may any firm or its representatives contact any employee or representative of the District regarding this RFB, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

SECTION IV – INFORMATION TO PROPOSERS

1. **General Scope:** Niskayuna Central School District is to have a vendor supply and deliver a used Front End Loader Tractor. The intent of this RFB is to be awarded to a single vendor. This vendor must have the ability to meet the District's needs for quality and value. The Board of Education is expected to appoint the successful Bidder at its January 28, 2025, Board of Education meeting.
2. **Award of Contract:** The District will award a contract to a single Bidder whose Bid is the most advantageous to the District. In determining the most advantageous Bid, the District will consider criteria such as, but not limited to, cost, Bidder's past relationship with the District. Bid documents and the successful bidder's submittal shall constitute a contract with the successful vendor and bind the successful vendor to furnish and deliver at the prices and in accordance with the conditions of the bid.
3. **Bidder Notification:** Successful Bidder will be notified via emails and/or purchase orders after the Board of Education approval of the Proposal.
5. **Pricing:** Prices for all goods and/or services shall be firm as stated in this contract. Price changes/increases must be mutually agreed upon.
6. **Invoicing:** An itemized invoice should be prepared for each individual service and submitted directly to the Niskayuna Central School District, Accounts Payable Department, 1430 Balltown Road, Niskayuna NY 12309.
7. **Payment Term:** Net thirty (30) days from receipt of the invoice.

SECTION V – GENERAL CONDITIONS

1. All proposals received after the time stated in the Notice to Proposers may not be considered and will be returned to the proposer. The proposer 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 proposer assumes responsibility for having their proposal deposited on time at the place specified.
2. Sales to school districts are not affected by any fair-trade agreements. (General Business Law, Ch. 39, Sec. 369-a, Sub. 3, L. 1941)
3. No charge to the school district will be allowed for federal, state, or municipal sales and excise taxes, as the school district is exempt from such taxes. The proposal price 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. Tax must be applied to general marketplace online transactions (when employee credit mechanism is not applied).
4. Under penalty of perjury the proposer certifies that:
 - (a) The proposal has been arrived at by the proposer independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for proposals.
 - (b) The contents of the proposal have not been communicated by the proposer, nor, to its best knowledge and belief, by any other its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith prior to the official opening of the proposal.
5. No interpretation of the meaning of the specifications or other contract document will be made to any proposer orally.

SECTION III - TERMS AND CONDITIONS

1. The issuance of this RFB request constitutes only an invitation to submit a response to the District.
2. No officer of the school district or member of the Board of Education shall have interest in this RFB award.
3. This RFB request does not commit the District either to award a contract or to pay any costs incurred in the preparation of a submission. Proposers shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this proposal request or otherwise.
4. All proposals and accompanying documentation become the property of the Niskayuna Central School District. The District shall not divulge any information presented to anyone outside the District, unless required by law, without the written approval of the individual or firm. The District reserves the right to use the information and any ideas presented in any submission in response to this RFB, whether or not the submission is accepted. Submitted proposals may be reviewed and evaluated by any person or outside consultant retained by the District, other than one associated with a competing applicant, as designated by the District. If a proposer believes that any information in its proposal constitutes a trade secret and wishes such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law, Article 6 of the Public Officers Law, the proposer shall submit with its proposal a letter specifically identifying the page number, line

or other appropriate designation, that information which it deems to constitute a trade secret and explain in detail why such information is a trade secret. Failure by a proposer to submit such a letter with its bid identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to protection of trade secrets.

8. The District neither makes nor assumes any contractual obligation by issuing this RFB receiving and evaluating responses, or making preliminary proposer selections. Providing a response as provided herein shall neither obligate nor entitle a proposer to enter into a contract with the District.

9. The District reserves the right to determine in its sole and absolute discretion whether any aspect of the proposer's submission satisfactorily meets the criteria established in this RFB, the right to seek clarification from any proposer(s), and the right to cancel and/or amend, in part or entirely, the RFB at any time prior to a written contract.

10. It is understood that any submission received and evaluated by the Niskayuna Central School District will be used as the basis for the cost and terms of an agreement between the District and the particular proposer. In submitting a response, it is understood by the proposer that the District reserves the right to accept any submission, to reject any and/or all submissions and to waive any irregularities or informalities that the District deems is in its best interest.

11. The District is not obligated to respond to any submission nor is it legally bound in any manner whatsoever by the submission of a response.

12. Each response shall be reviewed for completeness and for the technical and administrative requirements of the RFB. The District has the option of requesting the proposer to submit missing information or provide clarification of those issues deemed incomplete, or disqualifying the bid. A proposal may be disqualified for lack of response to such a request.

13. RFB responses submitted to the District must be valid for a period of at least 120 days from the deadline for receipt of proposal responses as defined in the time frame section of this document.

14. The selected proposal(s) will become part of any resulting legal contract, should contracts be awarded. The term of the resultant contract shall commence upon award and shall remain in effect until completion, inspection, and final acceptance of specified project(s) unless terminated, canceled, or extended as otherwise provided herein.

15. The District may, from time to time, inform other local governmental entities and school districts that they may acquire items or services listed in this Request for Proposals. Such acquisition(s) shall be at the prices stated herein, and shall be subject to proposer's acceptance. Other local government entities or school districts purchase orders shall be submitted directly to the vendor within the specified contract period referencing the District's contract. Niskayuna Central School District will not be liable or responsible for any obligations, including, but not limited to, payment, and for any item ordered by an entity or school other than the Niskayuna Central School District.

16. When specifications are revised, the Niskayuna Central School District will issue an addendum addressing the nature of the change. Proposers must sign and include it in the returned proposal package.

17. It is a requirement that proposers indicate specifically in the response any sub-contract, alliance, partner, franchise, or other "non-employee" relationship with any resource(s) they will utilize if they are chosen as the selected proposer. Note: The District reserves the right to approve and designate sub-contractors to be used in any of the services being proposed.

18. Niskayuna Central School District reserves the right to introduce additional factors not contained in this RFB in order to obtain the most suitable solution. After submitting a proposal, each respondent must be prepared to have the operational aspects of their proposal reviewed in detail by District representatives.

19. At any time prior to the specified proposal due time and date, a vendor (or designated representative) may withdraw their submission.

21. The District Board of Education reserves the right to award a contract or contracts based on the best interests of the District. The Board of Education's decision will be final.

Proposers Default – Failure of the Proposer to comply with any of these provisions may be considered a reason for rejection of the Proposal.

SECTION VII - SPECIFICATIONS

Scope

- The Niskayuna Central School District requires a vendor to supply and deliver a used Front End Loader Tractor.

Specifications

- **COMPACT WHEEL LOADER BASE MACHINE- 64 HP GROSS (MINIMUM), 4 CYLINDER ENGINE**
- **CAB- HIGH SPEC WITH SLIDING DOOR WINDOW**
- **HEATER AND A/C, CAB BUILD**
- **12.5 MPH LIMITED SLIP DIFFERENTIAL FRONT AND REAR AXLES**
- **4 SPOOL SERVO HYDRAULICS 407**
- **OPERATORS HANDBOOK/MANUAL PACK- ENGLISH**
- **QUICKHITCH- SMALL ZETZLEMEYER 406, 407**
- **G.P. BUCKET 1.0 CU. YD- C/W BOLT-ON EDGE**
- **REVERSE LIGHTS**
- **CAB BEACON- ROW**
- **UNDER BONNET ISOLATOR**
- **FRONT AND REAR WORKLIGHTS (A/C)**
- **BACK REST EXTENSION- KAB SEAT**
- **TILT & SLIDE STEERING COLUMN**
- **GRID HEATER (ELECTRONIC ENGINE)**
- **ENGINE BLOCK HEATER- 110V**
- **SMOOTH RIDE- SERVO CONTROL ONLY**
- **AIR SUSPENSION SEAT**
- **CREEP SPEED, INCLUDES HANDTHROTTLE FOR HEATER AND PTO/HIGH FLOW BUILDS**
- **HIGH FLOW HYDRAULICS- 407 87LPM/22.9USGPM (60LPM/15.8 USPGMAS STD) CREEP SPEED MACHINES**
- **ARV KIT- 4 SPOOL SERVO HYDRAULICS**
- **BUCKET LEVEL INDICATOR**

Warranty

- A. Used Front End Loader Warranty: Submit manufacturer's warranty in which manufacturer agrees to repair or replace components of used front end loader that fail in materials or workmanship within specified warranty period. Provide the district with a list of owner required used front end loader maintenance to ensure warranty continuity.**

- 1. Warranty includes all used Front end loader components**

ATTACHMENT A – PROPOSER COVER SHEET

BIDS TO BE OPENED:

NAME OF PROPOSER:

TIME: 2:00 PM

DATE: JANUARY 17, 2025

ADDRESS: _____

LOCATION:

Niskayuna Central Schools

District Office

1430 Balltown Road

Niskayuna, New York 12309

TEL: _____

FAX: _____

E-MAIL: _____

SIGNATURE/TITLE OF AUTHORIZED REPRESENTATIVE:

DELIVERY DATE / TIME

(For District Use Only): _____

ATTACHMENT B- BID PRICING SHEET

FRONT END LOADER TRACTOR MANUFACTURER	
YEAR/MAKE/MODEL	
PRICE	\$
DELIVERY	\$
TOTAL	\$

ESTIMATED DELIVERY TIME:

ATTACHMENT –C-INSURANCE REQUIREMENTS
Niskayuna Central School
Contractor Insurance Requirements

- 1.** Commercial General Liability Insurance (including contractual liability coverage) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) for General Aggregate (on a per project basis).
- 2.** Automobile Liability Insurance (including non-owned or hired vehicles) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least One Million Dollars (\$1,000,000.00) for each occurrence.
- 3.** Worker's Compensation Insurance covering hazardous material abatement consultant and its agents and employees at the New York Statutory limit including Employers' Liability with statutory New York State limits (unlimited).
- 3.5** Umbrella or Excess liability Insurance with a limit of \$2,000,000.00 per occurrence and a general aggregate of \$2,000,000.00.
- 4.** All insurance will be affected under standard form policies by insurers of recognized responsibilities which are licensed to do business in the State of New York and which are rated as A-(VIII) or better by the latest edition of AM Best's Rating Guide or other recognized replacement therefore. Except as otherwise provided to the contrary in this Section, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that hazardous material abatement consultant shall deliver said separate or blanket policies and/or endorsements and/or riders evidencing to Owner that the same complies in all respects with the provisions of this Agreement and that the coverages
- 5.** Waiver of Subrogation - Contractor waives all rights against Niskayuna Central School District and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, garage keepers liability, or workers compensation and employers liability insurance maintained per requirements above.
- 6.** Certificate of Insurance - Prior to commencing "the Work" described in this Agreement, Contractor shall provide Niskayuna Central School district a Certificate of Insurance evidencing compliance with the insurance procurement requirements herein, in standard ACORD form. Notice of Change or Cancellation - No policy will permit cancellation, non-renewal, material change or modification without thirty (30) days prior written notice to the Niskayuna Central School District.
- 7.** If Contractor fails to procure insurance for Niskayuna Central School District as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Niskayuna Central School District, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

All policies for each insurance shall include Niskayuna Central School District as additional insured on a primary and noncontributory basis (this requirement shall not apply to workers' compensation insurance, employers' liability insurance or professional liability insurance). Insurance certificate must be provided prior to the commencement of any associated with this bid.

ATTACHMENT -D- NON-COLLUSION PROPOSAL CERTIFICATION

**NISKAYUNA CENTRAL SCHOOLS
PROPOSAL CERTIFICATIONS**

Firm Name:
Business Address:
Telephone Number:
Date of Proposal:

General Proposal Certification

The Proposer certifies that he/she will furnish, for the prices herein quoted, the materials, equipment and/or services as proposed on this proposal.

I. Non-Collusive Proposal Certification

By submission of this proposal, the proposer certifies that he is complying with Section 103-d of the General Municipal Law as follows:

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 of 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.

*(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; and

(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.

(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 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 therefor. 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 a 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, without more, a disclosure within the meaning of subparagraph one (a).

2. 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 one of the section, shall be deemed to have been authorized by the board of directors of the bidder, 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.

Signature (Authorized)

Title

Date

ATTACHMENT–E- CERTIFICATE OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT OF 2012

NISKAYUNA CENTRAL SCHOOL DISTRICT
1239 VAN ANTWERP ROAD
NISKAYUNA, NEW YORK 12309

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT OF 2012
(NY GENERAL MUNICIPAL LAW SECTION 103-G AND NYS FINANCE LAW SECTION 165-a)**

By submission of this proposal, each proposer and each person signing on behalf of any proposal certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

The undersigned, _____ (Name of Authorized Proposer Signatory), make the foregoing certification, as the _____ (Title of Authorized Proposer Signatory), of _____ (Name of Proposer), knowing that the Niskayuna Central School District, to which the accompanying bid or proposal is submitted, will rely upon my certification.

(Signature)

Sworn to before me on this
_____ day of _____, 20__.

NOTARY PUBLIC

ATTACHMENT- F- REFERENCES

Minimum of five (5) references that you have worked with in the last five (5) years.

REFERENCE NO. 1
NAME:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE NO.
CONTACT:
REFERENCE NO. 2
NAME:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE NO.
CONTACT:
REFERENCE NO. 3
NAME:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE NO.
CONTACT:
REFERENCE NO. 4
NAME:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE NO.
CONTACT:
REFERENCE NO. 5
NAME:
ADDRESS:
CITY, STATE, ZIP:
TELEPHONE NO.
CONTACT: