BUFFALO PUBLIC SCHOOLS
Buffalo, New York

RE-BID # 19-0619-150

SPECIFICATIONS AND BID FORM FOR:

Purchase & Sale of
Two (2) Forklifts

PLEASE SUBMIT ALL PAGES OF THIS BID INTACT, AS ISSUED.

Important note: Please include your company’s EEO policy statement & Minority/Women’s Business utilization affirmation statement.

BIDDER INFORMATION

Bidder’s name: ____________________________________________

Address: __________________________________________________
_________________________________________________________
_________________________________________________________

Phone # __________________________________________________

Fax # ____________________________________________________

Authorized Signature:  _____________________________________

Print Name: _______________________________________________

Official Title: _____________________________________________

Email contact: _____________________________________________

Advertise dates:
Buffalo News:  5/19/19
Rocket:  5/23/19
Criterion:  5/25/19
NYS Contract Reporter:  5/16/19
BPS Website:  5/16/19

BUREAU OF PURCHASE
Michael S. Yeates
Director of Purchase

THIS BID TO BE OPENED
AT
12:00 P.M. LOCAL TIME
on
Tuesday June 11th, 2019
RETURN THIS BID TO:

Buffalo Public Schools
Bureau of Purchase
65 Niagara Square
816 City Hall
Buffalo, NY 14202

Attention:
Scott Keller Jr.
Buyer
(716) 816-3604
SLKeller@buffaloschools.org

BUFFALO PUBLIC SCHOOLS
Buffalo, New York
Greetings Partners,

In an effort to determine the efficacies of our distribution of procurement opportunities, the Buffalo Public Schools would request that you indicate the method or source in which you have obtained knowledge of this and any other procurement opportunities from us.

Below, please indicate the method/source from which you obtained this RFP/Bid.

Thank you.

_____ Buffalo News classifieds
_____ Buffalo Rockets
_____ Buffalo Criterion
_____ Buffalo Public Schools Purchasing Dept. web page
_____ Buffalo Public Schools Twitter Account
_____ Buffalo Public Schools Facebook page
_____ Email notification from Purchasing Department staff
_____ Third Party Municipal Bid Aggregator (BidNet, Govcb.com, etc.)

Please indicate source: ____________________________________________

_____ Other – please indicate source: __________________________________

NAME OF COMPANY ____________________________________________
BUFFALO BOARD OF EDUCATION – CITY OF BUFFALO
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Article 1
Sealed proposals for **BID# 19-0619-150 Purchase & Sale of Two (2) Forklifts** as set forth in the following specifications will be opened at the Buffalo Public Schools, Bureau of Purchase, 65 Niagara Square, Suite 816, Buffalo, New York 14202 **AT: 12:00 PM ON: Tuesday June 11th, 2019**

Proposals submitted should consist of one (1) original hard copy with longhand signatures in all appropriate fields, stamped on the cover page “ORIGINAL” and one (1) electronic copy of signed original on a USB storage device (Thumb or Flash drive) shall be submitted in your sealed proposal package. Proposals MUST be signed. Unsigned proposals may be rejected.

Article 2
Complete proposals shall be made upon this form. The signature shall be in long hand and the completed form shall be without erasure, alterations, or any conditions inserted by the bidders or limitation by letter.

Article 3
Bid to be returned to the Buffalo Public Schools, Bureau of Purchase, 65 Niagara Square Suite 816, Buffalo, New York 14202 in a sealed envelope with title and number of bid, name of bidder, and date of opening on the outside.

Article 4
Bids submitted are **not** subject to any Federal, State, County, or City excise taxes or sales taxes.

Article 5
All bids must be deposited in the designated “Bid Box” located in Room 816 City Hall prior to the scheduled opening of this bid. Bids shall be time stamped upon receipt by Purchasing officials. The time stamp Bids received after the due date and time may not be considered and shall be held until a determination is made that at least one timely bid qualifies for consideration of an award based on bid specifications. If no timely submitted bids are deemed qualified per the bid specifications, or if no bids were received timely, the District has the right to, but is not obligated to consider late proposals. Once a determination has been made by Purchasing officials on the status of untimely bids, bidders shall be notified of the status of their untimely bid. That process could take up to, but not limited to, 1-6 weeks depending on complexity and other factors. Untimely bids may not be returned unless an official request is received by the Director of Purchase via email.

Article 6
Bids cannot be withdrawn for a minimum of sixty (60) days. No cash discount will be offered or quoted.

Article 7
Once bids for commodities & services are opened, recorded and awarded, the bid tabulation results shall be posted within the Purchase Department’s web page via the following link:

https://www.buffaloschools.org/bidresults
Article 8  Restricted Communication Period (Cone of Silence) – as per New York State finance law, article 9, section 139-j, during the period of time from the earliest posting or distribution of this RFP until the Board approval a vendor shall contact only the representative named in Article 9 (below) regarding this RFP. Any contacts during this period between a vendor and any member, officer or employee of the District is a violation of this provision. The District will not respond to any inquiries or questions by any vendor during this period unless it was properly put forth during and within the indicated question and answer period.

Article 9  The District will designate one representative who will act as the primary contact for this project. The representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the RFP. Questions concerning this RFP should be directed to Roy Adams via e-mail at radams@buffaloschools.org by 6/3/2019 @ 4:00 PM Local Time. All answers will be posted on the department webpage by end of business day on 6/5/2019.

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<tr>
<td>Questions due</td>
<td>6/3/2019 @ 4:00 p.m.</td>
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<tr>
<td>Answers to Questions posted to webpage</td>
<td>6/5/2019</td>
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<tr>
<td>RFP Due for Opening</td>
<td>6/11/2019 @ 12:00 p.m.</td>
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<td>Staff Review of Bids</td>
<td>6/12/2019 – 6/27/2019</td>
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<td>Board Rec due to Finance</td>
<td>6/28/2019</td>
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<td>Board of Education Meeting for Approval</td>
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Dear valued partner,

If you choose not to bid, please complete the questionnaire on the following page and return it via email or fax to the buyer listed on the cover of the bid/rfp. The fax is 716-851-3605. The purpose of gathering this information is to permit the District an opportunity to analyze no-bid rationale and is greatly appreciated.

➢ If you decline to provide the information requested below, your company may be considered unresponsive and not interested in receiving future invitations to bid and shall be removed from consideration for future opportunities.

Thank you,
Michael Yeates
Director of Purchase
A no bid is submitted in reply to the Buffalo Board of Education Invitation for:

BID# 19-0619-150 Purchase & Sale of Two (2) Forklifts

Date Due: **Tuesday June 11th, 2019**, from:

Company Name and Address: __________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

(Signature) (Typed/Printed Name & Title)

for the following reasons:

_____ Item/service not supplied by our company.

_____ Bid specifications (give reason(s), e.g., too restrictive, not clear, etc.):

________________________________________________________________________________

_____ Profit margin on municipal bids too low.

_____ Past experience with Buffalo (give specifics, e.g., payment delay, bid process, administrative problems, etc.):

________________________________________________________________________________

_____ Insufficient time allowed to prepare and respond to bid request.

_____ Bid requirement too large _____ or too small _____ for our company.

_____ Priority of other business opportunities limit time/other resources available to deliver or perform according to bid specifications.

_____ Other reason(s), please specify: __________________________________________________________________________________________

_____ Please remove our company from your Bidder List files.

_____ Please keep our company on the Bidder List for this requirement.

Please add/ensure our company is included on Bidder List for the following products/services:

________________________________________________________________________________

________________________________________________________________________________

__ **Please return this document only. There is no need to include the proposal body.**__
BUFFALO PUBLIC SCHOOLS - BUFFALO, NEW YORK
BUREAU OF PURCHASE

GENERAL SPECIFICATIONS AND BID FORM

ALL BIDS MUST INCLUDE PREPAID FREIGHT, CARTAGE, AND INSIDE DELIVERY.
BID MUST BE FOB DESTINATION

Proposals shall be made on this form, enclosed and sealed in opaque envelopes marked with the name of the bidder, and delivered to the Bureau of Purchase, 65 Niagara Square Suite 816, prior to the time designated on the cover. All bids will be time-stamped at the Bureau of Purchase and placed in the Bid Box located in Room 816 City Hall. Said time-stamp shall be the official time of receipt of all bids.

All bids shall be made based on net 30-day prices. Bids offering cash discount or any terms other than called for may be rejected by the Buffalo Public Schools (BPS). The BPS reserves the right to either reject or accept any or all bids or to waive any or all informalities.

Bidders are requested to immediately notify the Bureau of Purchase, 816 City Hall, of any discrepancies found in these specifications. Telephone: (716) 816-3585.

Bidders shall fill in the amount of their bid in the space provided accordingly on this form. Proposals for furnishing material similar to that which is specified or of another manufacture shall be made in the space provided in the bid form under "Alternate". All bids shall be in ink and without erasure, interlineations or alteration or conditions by letter or otherwise. Signature shall be in longhand. No person, co-partnership, or corporation shall submit more than one proposal either directly or by agent. All bids shall be in U.S. funds only. Unless otherwise stated, the Bureau of Purchase reserves the right to award by item, or as a whole, or to reject any and all bids.

MATERIAL

All equipment and material shall be new and unused and of the latest model and design at the time of delivery. Where manufacturers' types or catalog numbers are used, such identification is for the purpose of establishing a type and standard of quality. It is NOT the intention thereby to limit competition. A similar article of equal quality or other manufacture suitable for the purpose intended would be acceptable provided however that it is equal in the opinion of the BPS. Proposals for furnishing materials other than that specified shall be accompanied with catalog, cuts, or other descriptive matter.

DELIVERY

All equipment and material shall be delivered and placed where directed inside the building unless otherwise specified.

INVOICING

All goods and services are to be billed at the bid price. Invoices should be issued upon delivery of 100% of items indicated on the purchase order, unless other arrangements are made to facilitate severe back-orders. The BPS shall not issue partial payments of purchase orders. The exception to this would be "blanket" purchase orders issued for re-occurring procurement needs.

- Each itemized invoice must reference the appropriate bid/quote and purchase order number.
- Manufacturer, model/part number, and where applicable — serial numbers must be indicated on the invoice.
- Service invoices must include number of hours billed and rate charged as well as all parts if any are billable. Parts must be indicated by manufacturer name, model/part number, size, and function.

On-site service invoices must include the location (school name or number), street address, time in, time out, and hours billed. Invoices must have separate lines to show straight time and any other rates as indicated in the following bid specifications. The name of the BPS employee who witnessed the service must be included on the invoice. Partial invoicing for service work is unacceptable, as invoices should be issued upon job completion as verified by designated BPS staff. The only exception would be in consideration of an installment agreement established in the original request for bid, request for quote, or request for proposal prior to award of said project.
The BPS will not pay for travel, drive time, breaks, and delivery charges not addressed in bid agreement, or any other non-labor related time or expenses.

CERTIFIED CHECK, ETC. (EXCEPT AS HEREINAFTER NOTED)

If the gross total amount quoted is $100,000 or more, a certified check must be submitted with your bid. No bid will be considered unless it shall be accompanied by a certified check, banker’s check, draft, or money order which shall be payable to the order of the BPS for five percent (5%) of the amount of the bid. Said certified check, banker's check, draft, or legal tender and the amount thereof will be retained as liquidated damages by the BPS if the successful bidder shall fail to enter into a contract and give security for the performance as hereinafter provided.

BID BOND

In lieu of certified check, banker's check, draft, money order, or legal tender, bidders may furnish proposal or bid bonds, the amount thereof to be for not less than Twenty-five percent (25%) of the amount of the bid and shall be executed by the Bidder as principal, and as surety by a duly incorporated Surety Company authorized to do business under the laws of the State of New York. Such proposal or bid bond shall be conditioned for entering into contract by the Bidder and to furnish security for the performance thereof as hereinafter provided.

BOND FOR PERFORMANCE

The successful bidder simultaneously with his delivery of the executed contract may be required to file, with the BPS, an executed performance bond on the form attached to the contract documents and having a surety thereon such Surety Companies as are approved by the Superintendent of Insurance of the State of New York, in the amount of One Hundred Percent (100%) of the amount of the bid.

Every bond given for the performance of any contract made by the BPS shall contain a provision that the person, co-partnership, association or corporation entering into such contract with the BPS will pay for all materials used and services rendered in the execution of such contract, and any person, co-partnership, association or corporation furnishing materials or rendering services in and about the execution of such contract may maintain an action to recover for the same, the obligors such as though said person, co-partnership, association, or corporation where named therein, provided that such action be brought within one (1) year after the cause of such action accrues. The obligors in any such bond shall be liable and may be sued accordingly.

Notice of the commencement of such action and all proceedings shall be given to the President of the Buffalo Board of Education and in default of such action no recovery shall be had in such action.

EXCEPTIONS

The exceptions noted above do not apply where a trade-in is involved. In such case, the gross total quoted amount shall be the determining figure. Bid Bond, Certified Check, and Performance Bond shall be required when the amount is over One Hundred Thousand Dollars ($100,000).

THE BPS MAY REQUIRE THE EXECUTION OF A FORMAL CONTRACT BY THE SUCCESSFUL BIDDER.

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or his right, title or interest therein, or his power to execute the same, to any other person, company or corporation, without the previous consent in writing of the BPS. Any such purported action without such consent shall be null and void. The assignment of this contract to any person, firm or corporation by whom a proposal was submitted to the BPS for the same contract is absolutely prohibited.
PROTEST

A bid Protest Committee has been established to consider any protest regarding the award of any contracts as a result of this bid. Any persons conceiving themselves to be injured or aggrieved by the result of an award must submit their written protests in duplicate to the following addresses:

(1) BID PROTEST COMMITTEE  
c/o 801 CITY HALL  
BUFFALO, NEW YORK 14202

(2) FINANCIAL CONTROLLER  
c/o 815 CITY HALL  
BUFFALO, NEW YORK 14202

Protests must be submitted within five (5) business days after a purchase contract is awarded. The committee is obligated to consider protests within thirty (30) days of receipt of said protest. The Bid Protest Committee is comprised of one (1) member of the Board of Education and two (2) District staff.

DAMAGE FOR FAILURE TO ENTER INTO CONTRACT

A failure of a successful Bidder to execute and deliver the Contract and bond within ten (10) days after the receipt of same will be considered by the BPS as ample grounds to declare the contract in default, and to purchase in the open market the materials, article, or services covered by said Contract and hold the successful bidder and his surety responsible for loss or damage arising from such purchase or purchases.

INSURANCE

THE SUCCESSFUL BIDDER MUST SUBMIT THE FOLLOWING INSURANCE IF THE CONTRACT CALLS FOR MATERIALS TO BE FURNISHED AND INSTALLED, DELIVERED AND UNCRAVED OR IN CASES WHERE REPAIR WORK IS INVOLVED.

1. WORKERS' COMPENSATION CERTIFICATE to cover Contractor as named insured for his liability under the law. Certificate shall contain a provision providing that it shall not be cancelled or changed by the Contractor or Insurance Company without ten (10) days prior written notice to the Buffalo Board of Education.

2. PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY insurance to cover Contractor as named insured and including there under as hereafter required. (Certified copy of POLICY must be submitted.)
   A. Contractual Liability Endorsement covering the BUFFALO PUBLIC SCHOOLS AND THE CITY OF BUFFALO.
   B. Cancellation Notice - Each insurance policy and certificate of insurance shall contain a provision providing that it shall not be cancelled or changed by the contractor or insurance company without ten (10) days prior written notice to the BPS.

POLICY LIMITS

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<th>Bodily Injury</th>
<th>$500,000 per person</th>
<th>$1,000,000 per accident</th>
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<tr>
<td>Property Damage</td>
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(Above limits are the minimums required, they may be changed by the BPS if the contract calls for higher limits.)

CERTIFICATION OF EFFECTIVE INSURANCE

Prior to the signing of the contract, the Contractor shall furnish the BPS, for approval, a certified copy of each kind of insurance policy herein required of the Contractor, together with certificate of insurance, evidencing that the required insurance is in effect irrespective as to whether the Contractor or the BPS is the named insured.
FIRE INSURANCE

Bidders are hereby advised that the City of Buffalo or the BPS may provide insurance for School Buildings or their contents against loss by fire. Material furnished under these specifications shall remain the property of the Vendor from the time of delivery to school building until the time of inspection and formal acceptance by the Buffalo Public Schools.

INDEMNITY OF THE BUFFALO PUBLIC SCHOOLS/BOARD OF EDUCATION

The Contractor shall indemnify and save harmless the Buffalo Public Schools, its officers and employees from all claims, suit actions, damages, losses, and costs of every name and description to which the Buffalo Public Schools may be subjected or put by reason of injury to the person or property of another, or the property of the Buffalo Public Schools, resulting from the negligence or carelessness, active or passive, of the Contractor, or the joint negligence, active or passive, of the Contractor and the Buffalo Public Schools, his or their employees, agents or subcontractors, in the performance of any work under this contract, or in the delivery of materials and supplies. The whole, or so much of the money is to become due under this contract as shall be considered necessary by the Buffalo Public Schools, may be retained by it until all suits or claims for damages shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the Buffalo Public Schools.

SAMPLES

If called upon to do so, bidders shall furnish samples for the article that bidder proposes to furnish. For means of identification, bidders' name, item number, and manufacturers catalog numbers shall be printed on a durable card that shall be securely attached to the sample submitted.

LABOR ON SITE

In all cases where it is necessary to perform labor on the site of the project in order to fully complete the Contract, the prevailing rate of wages as officially established by the NYS Department of Labor for all classes of workers shall be established by the Vendor and paid by him to his employees as a minimum rate of wage during the life of this contract, pursuant to Section 220 of the Labor Law of the State of New York.

Under New York State Labor Law, contractors and subcontractors must pay the prevailing rate of wage and supplements (fringe benefits) to all workers under a public work contract. Employers must pay the prevailing wage rate set for the locality where the work is performed. Prevailing wage is the pay rate set by law for work on public work projects. This applies to all laborers, workers or mechanics employed under a public work contract. The Bureau of Public Work administers Articles 8 and 9 of the New York State Labor Laws:

Article 8 covers public construction

Prevailing Wage Schedules are issued separately for “General Construction Projects” and “Residential Construction Projects” on a county-by-county basis.
General Construction Rates apply to projects such as: Buildings, Heavy & Highway, Tunnel and Water & Sewer rates.

Article 9 covers building service contracts

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500.00).

Building service employee includes, but is not limited, to watchman, guard, building cleaner, porter, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, fire safety director, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.
Wage schedules are issued on a county-by-county basis. They contain the pay rates for each work classification. Under State law, all contracts between a government entity and a contractor must contain these schedules.

**DAMAGE TO PROPERTY**

In delivery and/or installing equipment, care must be exercised to avoid damage to or disfigurement of the building or its equipment. Vendor shall be required to repair and/or redecorate at Vendor’s own expense and to the satisfaction of the Buffalo Public Schools, any property damaged or defaced by him.

**TAXES**

Bids submitted on these specifications shall not be made subject to any Federal, State, or County Taxes.

**PAYMENTS**

The Buffalo Public Schools offers an "electronic payment" option in lieu of issuing checks. To obtain more information on electronic payments, contact Stephen Galante at SGalante@buffaloschools.org.

**SUBCONTRACTORS (PURSUANT TO SECTION 408 OF THE CITY CHARTER)**

The successful bidder shall submit a list of proposed subcontractors to the BPS for its approval and obtain written consent thereto prior to the execution of the Form of Agreement. The subcontracting of any part of the work or services under this contract to any person, firm or corporation by whom a proposal was submitted to the BPS for the same contract shall be absolutely prohibited.
NON-COLLUSIVE BIDDING CERTIFICATION

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 his 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; and

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 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.

This proposal is made without any connection with any person making any proposal for the material herein listed and it is in all respects fair and without collusion or fraud, and also, that no Office or Member of the Buffalo Board of Education, City of Buffalo, is directly interested therein, or in the supplies to which it relates, or any portion of the profits thereof.

If the bidder is a corporation, the execution of the non-collusive certification on the form of proposal 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.

No bid shall be considered for an award nor shall any award be made to a bidder where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein; 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 reason for award nor shall any award be made unless the BPS determines that such disclosure was not made for the purpose of restricting competition. In the connection it should be noted that the fact that a bidder has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being bid, does not constitute, without more, a disclosure to any other bidder or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

Respectfully submitted,

BY ________________________________________________________

(signature)

___________________________________________________________

(print)

TITLE ________________________

FIRM NAME ________________________________________________

ADDRESS _________________________________________________

DATE ___________________ PHONE ________________________

11
THE FOLLOWING INFORMATION IS NOT REQUIRED FROM NATIONALLY KNOWN CORPORATIONS:

INCORPORATED UNDER THE LAWS OF THE STATE OF ________________________________

*If foreign Corporation, state if authorized to do business in the State of New York

[ ] Yes  [ ] No

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PRINCIPAL OFFICERS: ____________________________________________________________

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PRINCIPAL STOCKHOLDERS: _______________________________________________________

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BIDDER’S CHECKLIST

1. Please review each of the following items as their inclusion is necessary for all proposals submitted to the Buffalo Public Schools

2. If your firm is MWBE Certified by any Municipal or Government agency, please include a copy of the certification establishing agency approval, date of certification and expiration of certification

3. Please review each of the following items as their inclusion is necessary if a bid submitted to the Buffalo Public Schools exceeds a total of $9,999.99.

☐ MWBE CERTIFICATION ENCLOSED

☐ A copy or statement of the company’s equal employment opportunity policy
☐ A commitment by the company to make a good faith effort to utilize minority groups and females in the conduct of its business (sample page following)
☐ A breakdown of employees by job category, race, and gender
☐ Non Collusive Bidding Certification
☐ Certificate of Authority
☐ Cost Proposal with all inclusive rate
☐ Demonstrated ability to meet all of the requirements of this Bid.
☐ Legible bid and information entry

IF BID EXCEEDS $99,999.99, THE FOLLOWING IS APPLICABLE:

☐ Bid security of EITHER a certified check (aka official check) in the amount of 5% of the bid total OR a bid bond of 25% of the bid total bid exceeds $99,999.99

If submitting a check as bid security, please (print) fill in the following information:

Name of bank or institution drawn on: ________________________________

Check Number: ________________________________

Value of check: ________________________________

Name of bid and bid number: ________________________________

Company Name ________________________________
NOTICE TO ALL BIDDERS

All vendors awarded bids are to comply with any reasonable request(s) when making deliveries. This includes, but is not limited to school property inside and outside the building, and the street area surrounding the school. If at any time the vendor feels such a request is unreasonable, the vendor shall either comply with such request and contact the Purchase Department for clarification, or shall contact the Purchase Department immediately subsequent to respectfully declining a questionable directive from a school official.

All vendors are expected to act in a courteous and professional manner while conducting business with school officials. Physical, verbal or any other form of abuse WILL NOT BE TOLERATED. Violations of this directive may result in discretionary remedial action including but not limited to termination of bid award.

All vendors must comply with all Federal, State, County, and City laws and regulations, including Article 29, S1174 of the New York State Vehicle and Traffic Laws to wit;

S 1174. Overtaking and passing school bus. (a) The driver of a vehicle upon a public highway, street or private road upon meeting or overtaking from either direction any school bus marked and equipped as provided in subdivision twenty of section three hundred seventy-five of this chapter which has stopped on the public highway, street or private road for the purpose of receiving or discharging any passengers, or which has stopped because a school bus in front of it has stopped to receive or discharge any passengers, shall stop the vehicle before reaching such school bus when there is in operation on said school bus a red visual signal as specified in subdivision twenty of section three hundred seventy-five of this chapter and said driver shall not proceed until such school bus resumes motion, or until signaled by the driver or a police officer to proceed. For the purposes of this section, and in addition to the provisions of section one hundred thirty-four of this chapter, the term "public highway" shall mean any area used for the parking of motor vehicles or used as a driveway located on the grounds of a school or of a board of cooperative educational services facility or any area used as a means of access to and egress from such school or facility.

At no time shall a vendor interact, initiate contact or interfere with a member of the student population, unless it is in a specifically approved conduction of business associated with the vendor’s product(s) or service(s).

Any questions or uncertainties regarding these guidelines should be immediately directed to the Bureau of Purchase’s Director of Purchase, Michael S. Yeates or Buyer, Scott Keller Jr.

Please sign and date this form as an acknowledgement that you have read and understand these guidelines. Failure to do so may result in disqualification of bid submission.
Buffalo Public Schools
Bureau of Purchase
65 Niagara Square, Suite 816
Buffalo, New York 14202

To whom it may concern:

This is to certify that _____________________ is an equal opportunity employer. This corporation shows no discrimination regarding race, creed, gender, religion, or ethnic origin in the conduct of its business.

__________________ has in the past, and will continue in the future to make every effort to utilize minority businesses in the normal operation of our business.

Sincerely,

(Name of Company)
# EQUAL EMPLOYMENT OPPORTUNITY
## EMPLOYER INFORMATION REPORT

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>Total Employees</th>
<th>MINORITY EMPLOYEES</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Total # of</td>
<td>White</td>
</tr>
<tr>
<td></td>
<td>employees</td>
<td>African American</td>
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<tr>
<td></td>
<td></td>
<td>Asian</td>
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<tr>
<td></td>
<td></td>
<td>Native American</td>
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<td></td>
<td></td>
<td>Hispanic</td>
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<td></td>
<td></td>
<td>male</td>
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<tr>
<td>Officials &amp; Managers</td>
<td></td>
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<tr>
<td>Professionals</td>
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<tr>
<td>Technicians</td>
<td></td>
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<tr>
<td>Sales Associates</td>
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<tr>
<td>Office &amp; Clerical</td>
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<tr>
<td>Skilled Crafts</td>
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<tr>
<td>Semi-skilled Crafts</td>
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<tr>
<td>Non-skilled Laborers</td>
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<tr>
<td>Service Workers</td>
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<tr>
<td><strong>TOTALS</strong></td>
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**Formal on Site Training**

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<thead>
<tr>
<th></th>
<th>White</th>
<th>African American</th>
<th>Asian</th>
<th>Native American</th>
<th>Hispanic</th>
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</thead>
<tbody>
<tr>
<td>White Collar</td>
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<tr>
<td>Production</td>
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DISTRICT’S RESERVED RIGHTS
The Buffalo, NY Board of Education reserves the right to:

• Reject any or all proposals received;
• Withdraw the RFP/RFB/RFQ/RFI at any time, at the agency’s sole discretion;
• Make an award under the RFP/RFB/RFQ/RFI in whole or in part;
• Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP/RFB/RFQ/RFI;
• Seek clarifications and revisions of proposals;
• Use proposal information obtained through site visits, management interviews and the District’s investigation of a bidder’s qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency’s request for clarifying information in the course of evaluation and/or selection under the RFP/RFB/RFQ/RFI;
• Prior to the bid opening, amend the RFP/RFB/RFQ/RFI specifications to correct errors or oversights, or to supply additional information, as it becomes available;
• Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP/RFB/RFQ/RFI amendments;
• Change any of the scheduled dates;
• Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
• Waive any requirements that are not material;
• Negotiate with the successful bidder within the scope of the RFP/RFB/RFQ/RFI in the best interests of the District;
• Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
• Utilize any and all ideas submitted in the proposals received;
• Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
• Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and
complete understanding of an offerer’s proposal and/or to determine an offerer’s compliance with the requirements of the solicitation.

POST SELECTION PROCEDURES

Upon selection, the successful bidder will receive a proposed contract from the DISTRICT. All terms set forth in the selected bidder’s technical proposal will be final. The selected bidder may be given an opportunity to reduce its cost proposal in accordance with the DISTRICT’S right to negotiate a final best price. The contents of this BID, any subsequent correspondence during the proposal evaluation period, and such other stipulations as agreed upon may be made a part of the final contract prepared by the DISTRICT. Successful bidders may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of DISTRICT funds.
CERTIFICATION OF AUTHORITY

The Individual signing this document certifies that he/she is authorized to contract on behalf of the vendor/contractor.

The individual signing this document certifies that the vendor/contractor is not involved in any agreement to pay money or other compensation for the execution of this agreement other than to an employee of the vendor. Exceptions require full disclosure.

The individual signing this document certifies that the prices quoted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.

The individual signing this document certifies that the prices quoted in this proposal have not been knowingly disclosed by the vendor prior to an award to any other vendor or potential vendor/contractor.

The individual signing this document certifies that the vendor/contractor is properly certified /credentialed to perform the scope of work as outlined.

The individual signing this document certifies that the vendor/contractor is not currently involved in any legal dispute that could terminate or adversely affect performance up to and including all final reports and recommendations both written and verbal.

The individual signing this document certifies that he/she has read and clearly understands all of the information contained in the District’s solicitation.

BY

________________________
(Signature)

________________________
(Print)

________________________
TITLE

________________________
DATE
I. Information and Forms

The Buffalo Board of Education (the “District”) adopts New York State Finance Law §§139-j and 139-k, which imposes certain restrictions on communications between District staff and any Bidder during this procurement process. A Bidder is restricted from contacting, or having a third party contact, District staff with the intent to influence governmental procurement. The only communication regarding this RFP should be with the designated contact person(s) as indicated in the RFP/Bid and in the matter proscribed by the solicitation and New York State Finance Law §§139-j, during the restricted period. This restricted period for contact will begin once the RFP is advertised and last through the time a final award is issued by the Buffalo Board of Education. Any communications you have with the District regarding the RFP or as pertaining to the RFP will be documented. Failure to comply with these restrictions may result in your ineligibility for an award with respect to this RFP. Your acknowledgement to these restrictions on contact is required.

Bidder’s Affirmation of Understanding of regarding Restrictions on Contact pursuant to State Finance Law §139-j

The Bidder affirms that it understands and agrees to comply with the terms of this solicitation and only engage in permissible Contacts as outlined by State Finance Law §139-j (3) and §139-j (6) (b).

By: ___________________________ Date: __________________________

Name: ___________________________ Title: __________________________

Contractor Name: ______________________________________________________

Contractor Address: ______________________________________________________

THE BUFFALO PUBLIC SCHOOLS WILL REQUIRE THE EXECUTION OF A FORMAL CONTRACT BY THE SUCCESSFUL RESPONDENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or his right, title or interest therein, or his power to execute the same, to any other person, company or corporation, without the previous consent in writing of the BPS. Any such purported action without such consent shall be null and void. The assignment of this contract
to any person, firm or corporation by whom a bid was submitted to the BPS for the same contract is absolutely prohibited.

Designated Contact for this RFP:

All inquiries concerning this procurement should be addressed to the following:

Roy Adams  
Joseph F. Jones Service Center  
105 Bailey Ave.  
Buffalo, NY 14220  
(716) 816-4867  
RAdams@buffaloschools.org

All questions should be submitted in writing, citing the particular bid section and paragraph number and in line with the specifications of this solicitation regarding the question and answer timeline. Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the agreement, are to be resolved prior to the submission of a qualifying document. Answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum, which will be annexed to and become part of the resultant agreement.

II. **Bidder Disclosure of Prior Non-Responsibility Determinations**

Background:
New York State Finance Law §139-k(2) provides that a Governmental Entity shall obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, a Bidder must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Bidder fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Bidder that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Bidder is necessary to protect public property or public health safety, and that the Bidder is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).
III. Instructions

The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract.

**Bidder Disclosure of Prior Non-Responsibility Determinations**

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
   - No
   - Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
   - No
   - Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):
   - No
   - Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

   Governmental Entity: ______________________________________________________________

   Date of Finding of Non-responsibility: ____________________________________________

   Basis of Finding of Non-Responsibility: ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

   ____________________________________________

   (Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):
   - No
   - Yes

6. If yes, please provide details below.
State Finance Law §139-k(5) provides that:
New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Bidder that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

The Governmental Entity reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of this contract. The Bidder affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: ___________________________ Date: ___________________________
ADDITIONAL SPECIFICATIONS

1. The Board of Education reserves the right to accept or reject any or all bids, or any part of any bid.

2. Bid award may be split among multiple bidders or may be awarded to one bidder. The District reserves the right to award this bid offering based on best interest advantage for the District. If bid is to be considered as an “all or none” proposal, bidder must clearly indicate so outlining any restrictions.

3. Bid prices must be f.o.b. destination to indicated BPS District locations. All District locations are within the City of Buffalo limits.

4. Prices shall be valid immediate upon required approval(s) through a minimum of 90 days. Please indicate maximum expiration date below.

_______/_______/_______

5. Additional quantities may be required during the life of this bid and could include other City of Buffalo agencies or political subdivisions.

6. If there are any discrepancies in this bid form, please notify the office on the front cover.

7. Minimum specifications should be met. If specifications vary in excess of minimum, please provide complete and detailed specifications.

8. Quantities indicated may be plus or minus actual requirements. This bid proposal should not in any way be considered a guarantee of minimum quantities for the life of the bid.

Company Name ___________________________________________________ MWBE ☐ Y ☐ N

Authorized company signature ______________________________________ Date ____________

Official Title __________________________________________________________

Federal Taxpayer I.D. # ______________________________________________
SPECIFICATIONS:

I. **EQUIPMENT**

Purchase of two (2) New Toyota Fork Truck Model # 8FBE20U or equal, 3-Wheel Sit Down AC Electric Fork Lift set to replace two (2) used Yale Fork Lifts which will be sold by the District (please see page 28: Section IX). *Bidders Do Not need to bid both the purchase and the sale.* If bidding an alternate, provide the following information. Failure to do so may result in bid rejection;

- □ Bidding as specified
- □ Bidding alternate (if so, provide the following)

  a) Make and model number of alternate _____________________________

  b) Manufacturer cut sheet illustrating complete specifications, functionality and options as requested on specification page.

II. **MANUALS (Vendor Must Provide with Forklift)**

Please provide the following:

- a) One (1) operating manual.
- b) One (1) shop repair manual
- c) One (1) electrical wiring diagram if not included in shop repair manual.
- d) One (1) power train and chassis manual if not included in shop repair manual.

III. **TRAINING (Vendor Must Provide with Forklift)**

a) Dealer to provide full and complete operator training at time of delivery.

b) Dealer to provide full and complete maintenance procedure training to fleet maintenance personnel by a quality factory trained technician.

IV. **DELIVERY - INSTALLATION**

Buffalo Board of Education
Joseph F. Jones Service Center
105 Bailey Ave.
Buffalo, NY 14220
Attention: Roy Adams
Number of Days for delivery A.R.O. ________________

Identify nearest authorized service/dealer

________________________________________
________________________________________
________________________________________
________________________________________

V. **WARRANTY**

a) All factory and dealership warranty guarantees shall be submitted in writing by authorized signature and shall accompany the bidder’s proposal.

b) All warranty work shall be performed F.O.B. Buffalo, N.Y.

c) All warranty work shall be performed on unit within three (3) days of request for the warranty work unless other arrangements have been made with the Roy Adams (716)816-4867

d) Toyota Factory Authorized Warranty on New Toyota Industrial Equipment:
   12 months or 2,000 hours whichever occurs first: Basic
   36 months or 6,000 hours whichever occurs first: Powertrain

If different than specified above place specify warranty information below:

________________________________________
________________________________________
________________________________________

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VI. MISCELLANEOUS

a) At the time of delivery to the Buffalo CSD, vehicle must meet or exceed all existing D.O.T. regulations and USEPA emissions standards which are applicable to this type of vehicle.

b) The Buffalo CSD reserves the right to make any desired change to the specifications after the same has been put under contract, with the change and the price of said change to be added or deducted from the bid contract price. All changes to be agreed upon in writing between the Buffalo CSD and the successful bidder.

c) Unit described herein is a new, current year manufacture, forklift that is manufacturer’s latest design and production, complete, serviced, ready for work, and includes all standard equipment.

YES _____ NO _____
### VII: TOYOTA FORK TRUCK MODEL # 8FBE20U or EQUAL

<table>
<thead>
<tr>
<th>If Bidding Alternate, Check Off Each Item In The Box Adjacent Either Y or N</th>
<th>Y or N</th>
<th>Make Note of Alternate Features</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Active Mast Control (AMC)</strong></td>
<td></td>
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<tr>
<td><strong>AC Drive &amp; AC Lift System</strong></td>
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<tr>
<td><strong>Momentary Hold/Controlled Descent</strong></td>
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<tr>
<td><strong>Automatic Fork Leveling</strong></td>
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<tr>
<td><strong>Electric Battery Powered High Capacity 1100AH Batteries</strong></td>
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<tr>
<td><strong>Voltage: 36 Volt Electrical System</strong></td>
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<tr>
<td><strong>Battery Compartment: 25.1” (L) x 39.2” (W) x 24.5” (H)</strong></td>
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<tr>
<td><strong>3-Stage (FSV) Mast w/ Full Free Lift</strong></td>
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<tr>
<td><strong>Lifting Capacity: 3,530 lbs. @ 24” Load Center</strong></td>
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<tr>
<td><strong>170.5” Max Fork Height</strong></td>
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<tr>
<td><strong>Tilt: 5 Degrees Forward &amp; 6.5 Degrees Backwards</strong></td>
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<tr>
<td><strong>Carriage: ITA Hook Type, 36” Carriage</strong></td>
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<tr>
<td><strong>Load Backrest: 36” High Load Backrest</strong></td>
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<tr>
<td><strong>Attachment: Cascade 36” Integral Side Shifting Fork Positioner</strong></td>
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<tr>
<td>(Includes 4 Way Valve w/ 3rd &amp; 4th Function Hosing)</td>
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<tr>
<td><strong>Travel Speed: 9.90 mph</strong></td>
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<tr>
<td><strong>Lift Speed: full load Min. 71Feet per Minute</strong></td>
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<td><strong>Integrated safety controls for: Rear tilt speed, turn speed and lift speed limitation with forward tilt.</strong></td>
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<tr>
<td><strong>Steering: On-Demand Hydrostatic Power Steering w/ Memory Tilt Steering Column</strong></td>
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<tr>
<td><strong>Front Tires: Solid Pneumatic Drive Tires 18x7x8/4.33</strong></td>
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<tr>
<td><strong>Back Tires: Solid Pneumatic Steer Tires 16X6-8-10PR</strong></td>
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<tr>
<td><strong>Regenerative Breaking</strong></td>
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<tr>
<td><strong>Wet Disc Breaks</strong></td>
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<tr>
<td><strong>500 Hour Periodic Maintenance Interval</strong></td>
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<tr>
<td><strong>On Demand, Full Hydraulic Power Steering</strong></td>
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<td><strong>Thermal Protection Indicator</strong></td>
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<td><strong>Operator Presence Sensing System (OPSS)</strong></td>
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<tr>
<td><strong>Travel Power Control (Programmable Acceleration)</strong></td>
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<tr>
<td><strong>Planned Maintenance Indicator</strong></td>
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<tr>
<td><strong>Foot Operated Parking Brake</strong></td>
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<tr>
<td><strong>Electronic Control Shift</strong></td>
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<tr>
<td><strong>Memory Tilt Steering Column</strong></td>
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<tr>
<td><strong>Dual Operator Assist Grips</strong></td>
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<tr>
<td><strong>Durable Rubber Floor Mats</strong></td>
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<td><strong>Dash Mounted Cup Holder</strong></td>
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<tr>
<td><strong>Digital Multifunctional Display</strong></td>
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VIII: SALE OF USED YALE FORK LIFT

SPECIFICATIONS:

The Buffalo Public Schools is seeking buyers to purchase a two (2) Used Yale Forklifts in operating condition from the District. All sales are final. No refunds will be issued. Items are sold as-is, where-is, with no warranty written or implied. Buyer is responsible for inspecting the item(s) before placing bids and prompt item removal within ten (10) business days after receipt of invoice. Seller is NOT responsible for providing tools or heavy equipment to aid in removal. Items left on seller's premises after this removal deadline will revert back to possession of the seller, with no refund. Payment in certified funds only.

YALE FORKLIFT MODEL # ERC630ABN36SV083.
BATTERY TYPE: EO
MAX AH. 800
WT= 7320
MAX LIFT CAPACITY = 3000
HRS USAGE = Approximately 5850
(Forklift is in operating condition, some lights do not work. Horn, Seats and Belts included. Lift & Tilt and No side Shift) See Images Below.

Roy Adams will be available for all potential buyers to come in and inspect the Fork Lift.
@ Joseph F. Jones Service Center: 105 Bailey Ave. Buffalo, NY 14220
Please Contact Roy Adams (716)816-4867 or RAdams@BuffaloSchools.org.
Make sure that you have had contact with Roy Adams prior to arriving to ensure that he will be available.
XI: PRICING

PRICE OF EQUIPMENT COMPLETELY INSTALLED, DELIVERED AND OPERATIONAL, INCLUSIVE OF ALL SPECIFICATIONS AND REQUIREMENTS:

(Vendor Must Fill Out Alternate Specifications: Section VII if Quoting Alternate Fork Lift)

Additional Costs (If Applicable Must Be Listed Here):

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

Cost per Fork Lift Each: $_________________

Total Cost (2 Forklifts): $_________________

Vendor Will Only Purchase Used Yale Forklifts If Awarded Bid: Yes / No

Bid Price to Purchase Two (2) Forklift from the District: $____________ each

$____________ total