



# **ARLINGTON CENTRAL SCHOOL DISTRICT**

144 Todd Hill Road • LaGrangeville, NY 12540

**2025-2026 BOILER AND BREECH CLEANING BID**  
**ONE (1) YEAR CONTRACT with TWO (2) YEAR RENEWAL OPTION**  
**CONTRACT PERIOD: JULY 1, 2025 – JUNE 30, 2026**  
**BID OPENING: MAY 21, 2025 @ 1:30PM**

ARLINGTON CENTRAL SCHOOL DISTRICT  
Purchasing Department  
144 Todd Hill Road  
LaGrangeville, New York 12540

**PURCHASE CONTRACTS**  
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## **INSTRUCTIONS TO BIDDERS**

Should the bidder find discrepancies or omissions or request clarification in the specifications, he shall notify the Purchasing Agent, at once, and the Purchasing Agent will send written instructions to all bidders. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any bidder by any person or persons.

All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of the General Municipal Law.

Pursuant to New York State Law, Chapter 551, Laws of 1980, Article 48, Toxic Substance and the Federal Hazard Communication Standard, 29 CFR 1910.1200, all bidders, contractors or manufacturers who, in the course of their work, use or supply products which may be toxic or harmful, shall provide Materials Safety Data Sheets (OSHA Form 174 information) to the Purchasing Agent and the Office of Health & Safety prior to the use of those products by the Arlington Central School District or the contractor.

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Arlington Central School District reserves the right to reject any and all bids not deemed to be in the best interest of the Arlington Central School District, or to accept that bid which appears to be in the best interest of the Arlington Central School District. The Arlington Central School District reserves the right to waive any informalities in or reject any or all bids or any part of any bid.

Bids must be signed in ink by the vendor and no bids shall be made in pencil. Any bids showing erasure or alteration must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected as non-responsive.

No proposal will be allowed to be withdrawn for any reason whatsoever after it has been deposited with the Purchasing Department.

All awards are contingent upon certification by the Business Manager that funds are available in appropriate accounts.

Trade name or brand name must be shown on the bid if called for.

Catalogs and/or samples must be submitted with bid if requested. Failure to comply will result with bid being disqualified as non-responsive.

## **GENERAL CONDITIONS**

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 for its purchase.

## **BIDS**

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms provided.
3. All bids received after time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes the responsibility for having his bid deposited on time at the place specified.
4. All information required by Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. 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.
6. 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.
7. 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.
8. Sales to school districts are not affected by any fair trade agreements. (General Business Law, Ch.39, Sec.369-a, Sub.3, L1941)
9. 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
10. 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 item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.

11. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.

12. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

13. 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 for the group may be rejected.

14. 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.

15. Bidder must insert the price per unit and extensions against each item in his 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.

16. **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.

17. Under penalty of perjury the bidder certifies that:

(a) 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

(b) 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.

18. All bids must be sealed. They may be submitted either in plain, opaque envelopes, or in those furnished by the school district. All bids must be addressed to Arlington Central School District, Purchasing Department, 144 Todd Hill Road, LaGrangeville, New York 12540. Bid envelopes must be clearly marked "Bid" with full bid name. 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.

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 documents.

20. If the 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 and 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**

21. All specifications are minimum standards; and where bid samples are accepted by the district, deliveries must be the same identity and quality as accepted bid sample.

22. 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.

23. 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 the address to which they are to be returned provided they have not been used or made useless by tests. 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 shall be removed by the bidder at his expense. 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.

24. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

## **AWARD**

25. 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.

26. Unless specified as a purchase contract, "Quantities Are Estimated" and the District reserves the right to increase or decrease quantities throughout the contract period. **The anticipated total of all orders over the term of the contract is provided for vendor information. It does not guarantee that purchases will total that quantity, nor does it constitute a maximum quantity to be provided. Actual order quantities will depend on actual need and funds allocated.**

27. 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 omissions 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 a lower price.

28. 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.

29. 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. Whether the award will be split or awarded to one low responsible bidder whose overall bid is lowest, will be at the discretion of the ACSD.

30. There will be no correspondence between the ACSD and non-award bidders after the bid opening. If vendor requests notification of bid award, a self-addressed stamped envelope must be included with bid proposal.

### **CONTRACT**

31. 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 his part to furnish and deliver at the prices and in accordance with the conditions of this bid.

32. The placing of a purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.

33. 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 replacement 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.

34. A contract may be canceled at the successful bidder's expense upon non-performance of contract.

35. 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.

36. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.

37. When materials, equipment, or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within five (5) days of notification at the bidder's expense. 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.

38. No items are to be shipped or delivered until receipt of a purchase order from the school district.

39. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of the school district.

## **INSTALLATION OF EQUIPMENT**

40. The successful bidder shall clean up and remove all debris and rubbish resulting from his 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.

41. 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.

42. 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 his work promptly.

43. 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.

44. 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".

## **GUARANTEES BY THE SUCCESSFUL BIDDER**

45. The successful bidder guarantees:

(a) His 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 he or his workmen are responsible, to the building or equipment, to his own work, or to 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.

(e) That the equipment or furniture offered is standard, new, lasted model of 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.

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**

46. 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 52 will be cause for open market purchase at the expense of the successful bidder.

47. 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, a replacement, or is overdue, in which event the convenience of the school district shall govern.

48. 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.

49. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He 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,

50. 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.

51. 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 him. No help for unloading will be provided by the school district, and suppliers should notify their truckers accordingly.

52. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number

Name of Article

Item Number

Quantity

Name of the successful bidder

Carton 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 the goods.

## **PAYMENTS**

53. Payment for the used portion of an inferior delivery will be made by school district on an adjusted price basis.

54. Payment will be made after receipt of an original invoice in the Business Office and the receiving copy of the purchase order has been signed and returned to the Business Office by the initiating department. Partial payments shall be initiated by the ship to department.

55. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

### **SAVING CLAUSE**

56. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

## **ALL VENDORS/CONTRACTORS**

### **PURCHASE ORDER PROCEDURE**

You are hereby notified that no purchases are to be made by any employee in the District and no services are to be contracted for by any employee in the District, unless that individual has been specifically designated, in writing, in advance, by the appropriate department head to do so. No employee authorized to make purchases in behalf of the District shall purchase any item from any supplier or from any source, unless that supplier or source has been authorized, in writing, in advance, by the appropriate department head.

PURCHASE ORDERS, SIGNED AND APPROVED IN ADVANCE BY THE PURCHASING AGENT MUST BE USED TO INITIATE A PURCHASE. WHENEVER A DOUBT EXISTS AS TO PROCEDURE - CALL THE PURCHASING AGENT.

Any goods or services purchased, other than in the manner set forth above, will not be paid for by the District. In the absence of an appropriately authorized Purchase Order: a contract does not exist, and therefore the ACSD disclaims any and all responsibility for any claim for payment.

### **METHOD OF AWARD**

It is the desire of the Arlington Central School District to make a complete award to lowest responsive and responsible vendor. The Arlington Central School District reserves the right to award the contract by item if this results in the lowest overall cost to the district. Separate awards for each individual item will be considered only when the cost differential is large enough to offset the additional costs inherent with multiple contracts. Additional discount will be requested for whole award. It is the intent of the ACSD to award all service contracts as a whole to one contractor. Public works shall be multiple awards only to the extent of insuring compliance with Wicks Law. Prime Contract awards shall be contracted as a whole.

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The ACSD guarantees no minimum or maximum purchases or contracts as a result of award of this bid. ACSD reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded by the ACSD Board of Education as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the sole discretion of the vendor and the vendor is only bound to any contract between the ACSD and the vendor. Vendor may not look to ACSD for payment in the event another municipality or authorized entity piggybacks on a ACSD awarded bid and orders equipment, materials or supplies, but fails to pay for them. Additionally, the ACSD reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

### **UNBALANCED BID**

The ACSD reserves the right to reject any bid in which any of the bid prices are significantly unbalanced. An unbalanced bid is considered to be one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the

bidder's anticipated profit, overhead costs, and other indirect costs which are anticipated for the performance of the items in question.

### **RESPONSIBLE BIDDER**

A responsible bidder is considered to have adequate expertise, prior experience with comparable projects and financial resources necessary to perform the work outlines in the specifications in a timely, competent and acceptable manner. The ACSD reserves the right to request supportive financial information and verifiable performance reports on projects of like nature.

### **TERMINATION**

The ACSD reserves the right to terminate this contract, if deemed in the best interest of the ACSD, with five (5) days written notice. Said notice shall be in the form of a certified letter.

### **BUDGET CONTINGENCY**

This contract is subject to budget approval by the voters of the ACSD, and adoption thereof by the ACSD Board of Education for the fiscal year. In the event the proposed budget is not approved, the ACSD will be in austerity, and therefore, this contract may be null and void.

### **REFERENCE SHEET**

All bidders will be required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size and scope to this proposal. References must have had dealings with the bidder within the last thirty-six months. The District reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

BIDDER'S NAME: \_\_\_\_\_

DATE FILED: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

OFFICER: \_\_\_\_\_

CONTACT: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ (800): \_\_\_\_\_ FAX: \_\_\_\_\_

**REFERENCE # 1:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ (800): \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SCOPE OF WORK PERFORMED: \_\_\_\_\_

**REFERENCE # 2:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ (800): \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SCOPE OF WORK PERFORMED: \_\_\_\_\_

**REFERENCE # 3:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ (800): \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SCOPE OF WORK PERFORMED: \_\_\_\_\_

### **BID PROPOSAL CERTIFICATIONS**

FIRM NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ DATE OF BID: \_\_\_\_\_

#### **I. GENERAL BID CERTIFICATION**

The bidder certifies that he will furnish, at the prices herein quoted the materials, equipment and/or services as proposed on this bid

#### **II. NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-B 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 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.

(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 therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any 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 disclosure within the meaning 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

### **EQUALIZATION**

Where substitutions are made, all products must be equal to brands requested. Samples of substitute must be made available for testing, prior to bid award, upon request of the Arlington Central School District.

A. Indicate units of measure if different as listed in specifications.

B. Please include manufacturers' specifications with all substitutions.

Award will be made to the responsive and responsible bidder(s) offering the lowest overall cost to the school district. The ACSO reserves the right to award the contract as a whole, or by item, or price sheet depending on whichever method results in the lowest overall cost to the district. Separate awards for each individual item will be considered only when the cost differential is large enough to offset the additional costs inherent with multiple contracts.

\_\_\_\_\_  
Officer of Company (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

Pursuant to State Finance Law § 165-a, on August 10, 2012 the Commissioner of the Office of General Services (OGS) posted a prohibited entities list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) on the OGS website at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

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

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_

202\_\_\_\_

Notary Public: \_\_\_\_\_

ARLINGTON CENTRAL SCHOOL DISTRICT  
Purchasing Department  
144 Todd Hill Road  
LaGrangeville, New York 12540

BID TITLE: \_\_\_\_\_

ACSD BID NUMBER: \_\_\_\_\_

**NON-BIDDERS RESPONSE**

The Arlington Central School District is interested in the reasons why prospective bidders fail to submit bids. If you are NOT submitting a bid, please indicate the reason(s) below and return this form to the above address.

- \_\_\_\_\_ 1. Unable to bid at this time, but would like to receive future bid proposals.
- \_\_\_\_\_ 2. Items or material not \_\_\_\_\_ manufactured, \_\_\_\_\_ distributed, \_\_\_\_\_ stocked, \_\_\_\_\_ furnished.
- \_\_\_\_\_ 3. Materials or items we have to offer do not fully meet all the requirements of standards specified.
- \_\_\_\_\_ 4. Multiplicity of delivery points.
- \_\_\_\_\_ 5. Delivery quantities too small.
- \_\_\_\_\_ 6. We cannot meet the time of delivery of items or materials specified.
- \_\_\_\_\_ 7. Insufficient time allowed for preparation and submission of bid.
- \_\_\_\_\_ 8. Other Reasons: \_\_\_\_\_

\_\_\_\_\_  
Officer of Company (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

## SCOPE OF WORK

The purpose of this bid is to provide for the opening, cleaning, inspection, and closing of the District's boilers and breechings with starting tune ups for the 2025-2026 school year, which runs from July 1, 2025 through June 30, 2026. This contract is renewable for two (2) consecutive years (2026-27, and 2027-2028).

## SITE VISITATION

It is the responsibility of the bidder(s) to acquaint themselves with the respective boiler rooms of the twelve (12) different buildings. At that time verification of information supplied in this proposal can be made and any other conditions deemed necessary by the bidder can be acquired. A pre bid site visit can be made by any bidder wishing to do so by contacting the Facilities and Operations' office at (845) 486-4977.

## INSURANCE

The Contractor shall provide the District with a Certificate of Insurance as detailed in the project manual portion of this bid specification.

## PREVAILING WAGE

Contractor is responsible to pay New York State Department of Labor Prevailing Wage to all employees involved in the contract as indicated in the DOL Prevailing wage schedule. This annual contract has been submitted to the NYS DOL and has been assigned **PRC # 2025003956**. If you have received this bid specification via e-mail, a copy of this schedule is available from their website at: [www.labor.state.ny.us](http://www.labor.state.ny.us). If unable to obtain a copy from the website, please contact the ACSD Purchasing Department.

## **PART I**

### TIME FRAME

All work must be completed by September 15th of the contract year for heating boilers and water heaters.

All scheduling must include ample time for required insurance inspections before systems and boilers are closed back up for operation.

TS-1

## SPECIFICATIONS

All pricing to include the labor to do the following:

1. Open boiler and clean tubes or sections (where applicable), breechings and stack cleanouts with power vacuum and brushes.
2. Open and clean all boiler low water cut off and remove caps; clean all cross connections into the boilers.
  - a. Open all manhole/handhole access points, top and bottom, of waterside inspected boilers and clean scale debris build-up from bottom access manholes. Flush debris from bottom of boiler after manual removal of debris.
3. Inspect all refractory, wash coating, oven and furnace liner, rear door and inner door.
4. Seal and close boilers after inspection by boiler inspector for all parts applicable for that year. Internal waterside and fireside inspection of ALL boilers is performed as required by the District's insurer. All boilers have fireside inspections annually.



5. Gaskets for front and rear doors shall be replaced as part of the Base Bid.  
To accomplish proper seal, contractor shall verify CO-2 leakage as part of Phase II.
6. The breeching shall be vacuumed, except where it is deemed inaccessible or dangerous to do so. In this case, sweeping by hand will be acceptable.
7. Breeching will be cleaned from the point of exhaust of each boiler to where the exhaust exits the building at the chimney peak. All clean outs at the base of the chimney will be cleaned out.
8. All gasket surfaces that are opened for the breech cleaning will have new gaskets installed & supplied by the contractor.
9. All components will be checked for deficiencies while being cleaned and notification of these deficiencies be given to the owner for further action.
10. Boiler room will be left clean with all soot deposits from boiler cleaning procedure removed from associated equipment and piping by vacuuming and wiping down with damp cloth. Floors are to be mopped with soap and water. ALL SOOT, SCALE, DEBRIS, WILL BE VACUUMED FROM FLOOR BEFORE IT IS WASHED DOWN.
11. All materials furnished and all work installed shall comply with the National Fire Codes of the National Fire-Protection Association, latest edition.
12. All work performed under this contract shall be in strict accordance with all Environment-Pollution Control for stack emissions.
13. NO ADDED WORK WILL BE PAID FOR unless pre-authorized written quote is signed for by the Director of Facilities & Operations or the Assistant Director of Facilities & Operations.
14. Every safety provision shall be observed as required by applicable building, labor and health codes, ordinances, rules and regulations, as well as by USASU Standard Safety Code for Building Construction, whichever is most stringent.

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## **PART II.**

1. After boilers are closed up all burners will be cleaned, tuned, and adjusted for maximum efficiency. A written report shall back up the tune-up showing efficiencies, etc. This work shall occur during month of October or November when temperatures allow proper loading. Combustion efficiency reports shall be submitted to and approved by the Director of Facilities and Operations.

Cleaning should include but not necessarily be limited to the following (where applicable):

- a) oil nozzle assemblies, gas pilot, oil strainers
- b) check flame safeguard pilot ignition
- c) check voltage draw on motors and controls
- d) check operation of oil pumps, gas solenoid valves and vent
- e) check all interlocks and limit controls
- f) check low water cutoffs and feed water
- g) check entire fire side and water side for leaks

2. Codes, Laws and Ordinances: All work performed shall be completed in strict accordance with all Federal, State, Local Codes, Laws, Ordinances, Rules and Regulations of all public administrative authorities having jurisdiction or set standards for or over this work. All work is to be completed by bidding company.

A list of the boilers to be included in this work are as follows:

Name	Address	Boiler
Beekman Elementary School	201 LIME RIDGE POUGHQUAG NY 12570	Dedietrich 2015 Dedietrich 2015
Lagrange Middle School	110 STRINGHAM LAGRANGEVILLE NY 12540	Fulton 2015
		Fulton 2015
Overlook Primary School	11 MAPLEVIEW POUGHKEEPSIE NY 12603	RayPak 2015 HB Smith 2008 HB Smith 2008
Union Vale Middle School	1657 E NOXON LAGRANGEVILLE NY 12540	Burnham 2004
		Burnham 2004
		Burnham 2004
Vail Farm Elem School	1659 E NOXON LAGRANGEVILLE NY 12540	Burnham 2004 Burnham 2004 Burnham 2004
Joseph D'Aquanni West	181 WEST RD PLEASANT VALLEY NY 12569	Fulton 2015
		Fulton 2015
Traver Rd Primary School	801 TRAVER RD PLEASANT VALLEY NY 12569	HB Smith 2010 HB Smith 2010
Titusville Middle School	MEADOW LANE POUGHKEEPSIE NY 12603	Fulton 2015
		Fulton 2015
		Fulton 2015
Arlington High School	1157 ROUTE 55 LAGRANGEVILLE NY 12540	Fulton 2015 Fulton 2015 Burnham 1997 Burnham 1997
Arthur S May Elementary	601 DUTCHESS POUGHKEEPSIE NY 12603	Weil McLain 2016
		Unilux 2015
		Unilux 2015
		Unilux 2015
		Weil McLain 2017
Central Administration Office	144 TODD HILL LAGRANGEVILLE NY 12540	Unilux 2015 Unilux 2015
Noxon Rd School	NOXON RD POUGHKEEPSIE NY 12603	De Dietrich 2015
		De Dietrich 2015

**Boilers at Beekman Elementary, Union Vale Middle, Vail Farm Elementary, Traver Rd Primary, Central Admin Office, and Noxon Rd Elementary School are currently using #2 Fuel Oil.**

**Boilers at Lagrange Middle, Arthur S May Elementary School, Arlington High School, Titusville Intermediate, Joseph D'Aquanni and Overlook Primary School are currently using Natural Gas.**

**2025-2026 BOILER AND BREECH CLEANING BID**  
**ONE (1) YEAR CONTRACT with TWO (2) YEAR RENEWAL OPTION**  
**CONTRACT PERIOD: JULY 1, 2025 – JUNE 30, 2026**  
**BID OPENING: MAY 21, 2025 @ 1:30PM**

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BID PROPOSAL:

	PART I	PART II
BEEKMAN ELEMENTARY SCHOOL		
LAGRANGE MIDDLE SCHOOL		
OVERLOOK PRIMARY SCHOOL		
UNION VALE MIDDLE SCHOOL		
VAIL FARM ELEMENTAY SCHOOL		
JOSEPH D'AQUANNI WEST		
TRAVER RD PRIMARY		
TITUSVILLE INTERMEDIATE		
ARLINGTON HIGH SCHOOL		
ARTHUR S MAY ELEMENTARY		
CENTRAL ADMINISTRATIVE OFFICE		
NOXON RD ELEMENTARY		

\_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Telephone

\_\_\_\_\_

\_\_\_\_\_  
Fax Number

\_\_\_\_\_

\_\_\_\_\_  
Address