



ARLINGTON CENTRAL SCHOOL DISTRICT

144 Todd Hill Road • LaGrangeville, NY 12540

2025-2026 BOILER SERVICE "A" MECHANICAL BID
ONE (1) YEAR CONTRACT with TWO (2) YEAR RENEWAL OPTION
CONTRACT PERIOD: JULY 1, 2025 – JUNE 30, 2026
BID OPENING: MAY 21, 2025 @ 2:00PM

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 ACSDD 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

1. SCOPE:

1.1 The Arlington Central School District, herein ACSD, is accepting bid proposals, from duly licensed contractors, for boiler service. This shall be on an “as needed” basis as determined and ordered by the ACSD Director of Facilities and Operations. The contract period shall be from July 1, 2025 through June 30, 2026. This contract is renewable for two consecutive years (2026-2027, and 2027-2028).

2. CONTRACTOR’S RESPONSIBILITIES:

2.1 Contractor is responsible for providing the District with a Certificate of Insurance as detailed in the project manual portion of this bid specification.

2.2 The work includes all labor, tools, equipment, trucking, insurance and all work as shown by the specifications.

2.3 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 # 2025003961**. 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. If unable to obtain a copy from the website, please contact the ACSD Purchasing Department.

2.4 The following items are specifically included without limiting the District’s ability and or generality implied by these specifications to open and close boilers.

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

Beekman Elementary	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 Elementary	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 Intermediate 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 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

ALL WORK TO BE DONE UPON APPROVAL OF, AND INSPECTED BY ACSD
DIRECTOR OF FACILITIES AND OPERATIONS OR AN APPROVED DESIGNEE.

**2.4 PROPOSAL FOR BOILER SERVICE, TIME AND MATERIAL BID FOR ALL
LISTED FACILITIES. SUCCESSFUL BIDDER MUST:**

- A. Stock boiler tubes and gaskets for our boilers (where applicable).
 - A1. Stock items to include gaskets and related materials for cast iron sectional boilers.
- B. Be a qualified boiler service technician.
- C. Know how to properly open and close boilers.
- D. Know boiler door refractory work.
- E. Have R-stamp Welding Certification registered in the bidding Company's name. Must submit copies with bid.

- F. Respond for emergency service call within one hundred twenty (120) minutes.
- G. Be on call twenty-four (24) hours a day. Furnish references from at least three school districts or larger commercial customers.
- A. Have a qualified Electrical Control person on staff.

2.5 The contractor shall furnish the services of an experienced supervisor, who shall be in constant charge of the installation and all skilled workmen, helpers and labor required to unload, transfer, erect, connect-up, adjust, start, operate and test each item.

2.6 Unless explicitly indicated in the specifications, all equipment and materials shall be installed with the approval of the boiler inspector, and in accordance with the recommendations of the manufacturer. This includes the performance of such tests as the manufacturer recommends.

2.7 Tube material and thickness selection: ASME pretested pipe to be used for re-tubing. Minimum: 11 gauge materials.

2.8 Contractor shall submit to ACSD data or other evidence of satisfactory service performance of the material selection for the repair area prior to performing the work.

2.9 Prior to commencing work on each job, estimated man hours shall be submitted to the Director of Facilities and Operations.

3. PROCEDURES:

3.1 The contractor shall give all necessary notices, obtain all permits and pay all Government sales taxes, fees and other costs, including utility connections or extensions necessary for his work. The contractor shall deliver copies of all above stated permits, approvals and certificates of inspection for his work to the boiler inspector and Director of Facilities and Operations without cost, before requesting payment for the work.

3.2

A. Where the contractor proposes any action which requires the removal and reinstallation of any adjacent structure, foundations, piping, wiring or any other part of the mechanical, electrical, or architectural layout, plans shall be prepared by the subcontractor at his own expense and approved by the boiler inspector for the ACSD and Director of Facilities and Operations prior to commencement.

B. Any and all material substitutions beyond original specifications must be approved by the ACSD Director of Facilities and Operations or an authorized designee.

3.3 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.

3.4 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.

3.5 All work performed under this contract shall be in strict accordance with all Environment-Pollution Controls for stack emissions.

4. Welding: Welding procedure qualifications and welder performance tests shall be in accordance with the current ASME code. All dissimilar metal welds shall be done with safe ends provided where necessary for field welds.

4.1 Welding intended for pressure containing service shall be tested according to the requirements of the current ASME code.

4.2 Linear discontinuities are acceptable, provided the region is uniform and free of all sharp terminations. Sharp linear discontinuities are not acceptable. The weld thickness in the discontinuity region is to be approximately equal to the tube wall thickness.

4.3 A signed time sheet, signed by the Director of Facilities and Operations or his authorized designee must accompany all billings. This time sheet will be signed at the completion of all work to verify the time and material used on each job.

5. DEMONSTRATION AND OPERATING INSTRUCTIONS: The contractor shall furnish the service of a competent person thoroughly familiar with the operation of the system in this contract to instruct the ACSD personnel in the proper operations and control of all new systems.

6. Fire Tube Boiler Testing Systems: Scope: All tubing installed on fire tube boilers on the project unless specifically shown otherwise shall be hydronically tested as specified herein.

6.1 Tests to be Performed: The contractor shall fill the boiler water side with water and bring the boiler up to pressure with a test pump. The tests shall be conducted by the contractor in the presence of the boiler inspector. These tests shall be conducted before any insulation is installed; any insulation installed prior to these tests shall be removed. Gauges used in the tests shall have been recently calibrated with a dead weight tester.

6.2 Duration of tests: All tests shall apply full test pressure to the boiler for a minimum of 24 hours.

6.3 Pressure of Tests: All tests shall be conducted at the water working pressure of the tube installed or test pressure of 23 pound per square inch as per ASME Code, whichever is higher.

6.4 Inability to Hold Pressure: When the test pressure has fallen over five percent (5%) all leaks shall be found, repaired and the test repeated. This procedure shall be followed until the tubing system has been proved absolutely tight. Under no circumstances shall tubes be re-rolled more than two (2) rollings after initial installation.

6.5 Use of Compounds: The use of chemicals or so-called stop-leak compounds will not be permitted at any time.

6.6 Leaks: Leaks developing subsequent to installation shall not be repaired by mastic or other temporary means. All leaks shall be repaired by removal of the tube that is leaking and re-installation of new tube with joints as specified herein before. Pressure testing must be repeated.

7. GENERAL COMPLETION, MATERIALS, WELDING AND RESPONSIBILITY: All materials and apparatus required for the work, except as expressly specified otherwise, shall be new, of first-class quality, and shall be furnished, delivered, erected, connected and finished in every detail, and shall be so selected and arranged as to fit properly into the building spaces. Where no specific kind or quality of material is given, a first-class standard article, as approved by the boiler inspector, shall be furnished.

8. PERFORMANCE:

8.1 All work performed shall comply with current applicable regulatory codes, including the following:

- A. ANSI
- B. ASME-B&PV
- C. Power Test Code

8.2 The bidder shall inform the boiler inspector and the Director of Facilities and Operations of all discrepancies that he observes between these Codes, Laws, Ordinances and Regulations and the specifications pertaining to this work, in writing, four (4) days prior to the opening of the bid. The bidder shall include in his bid price any labor, materials, services, apparatus and drawings necessary to be performed in order to comply with all these Codes, Laws, Ordinances and Regulations as is herein specified.

8.3 All materials furnished and all work installed shall comply with the National Fire Codes of the National Fire-Protection Association 1987.

8.4 **No subcontracting will be permitted.**

9. Contractor shall be prepared to commence work within forty-eight (48) hours after receipt of notice to proceed. A properly authorized purchase order will initiate the contract. Purchase order and bid specifications will form the actual contract. No work will be started without a purchase order.

10. **GUARANTEE AND SERVICE:** All work and materials shall be guaranteed and serviced for a period of one (1) year from the date of final acceptance of the installation by the ACSD.

10.1 The contractor shall, during the period of the guarantee, replace or repair at his own expense any piece of equipment and/or material which is found to be defective. The replacement or repair shall be done as soon as notified. The contractor shall also repair all related damage to surrounding work caused by the failure of the defective equipment or material.

11. **CONTRACT TERMINATION:**

If determined to be in the best interest of the ACSD, this contract may be terminated with ten (10) days written notice.

BID PROPOSAL:

Time and materials, for services, or repairs as approved by the Director of Facilities and Operations through the contract period. Contractor shall be on call and able to perform services at all times.

Flat Rate per Man Hour	\$ _____	/hr-per man
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Overtime and Holiday Rates	\$ _____	/hr-per man
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Hourly Rate for Tools & Welding Truck Actual Use & Time must be identified with each job	\$ _____	/hr
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Travel Cost to District Locations	\$ _____	
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Unit Price for Boiler Tube Replacement for Arlington High School	\$ _____	
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*Materials: Percentage off Manufacturers suggested Contractors Price	\$ _____	
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Additional information required:

Standard Service Response Time: _____ Hours

% of mark up for materials: _____ %

Straight time hours from: _____ a.m. to _____ p.m. Monday through Friday.

Overtime hours: _____

*Mfg Reference price schedule required with bid submittal and invoices. *All invoicing must break out Labor and Materials separately.

Authorized Signature & Title

Date

Company Name

Telephone

Fax Number

Address