

A Board of Cooperative Educational Services

179 County Route 64, Mexico, NY 13114 Phone: (315) 963-4253

www.CiTiboces.org or www.CiTiboces.org/CooperativePurchasing

INVITATION TO BID:Boiler Repair Project CiTi Bid B26-0007

at the Mexico Academy & Central School District

Sealed bid proposals will be received by the CiTi Purchasing Department no later than:

Date: Friday, November 14, 2025 Time: 11:00 AM

All public bid openings hosted by The Center for Instruction, Technology & Innovation (CiTi) are made available virtually via the Zoom platform. Bidders and members of the public can join the live bid opening virtually by sending an email request in advance of the opening date and time to: purchasing@citiboces.org. Bidders and members of the public who wish to join the bid opening in-person must follow all visitor policy guidelines when present on CiTi property.

Location: CiTi

Attn: Purchasing Department

179 County Route 64 Mexico, NY 13114

The completed bid package (required forms including this COVER PAGE) must be submitted in a sealed envelope, <u>labeled "B26-0007 Boiler Repair Project"</u> and mailed to the address above. Hard copy proposals must be received by CiTi by the date and time noted above. Faxed and/or emailed proposal submittals will not be accepted. DO NOT submit proposals to the Mexico Academy & Central School District.

| Company Name | |
|----------------|--|
| Address | |
| City/State/Zip | |
| Tax ID Number | |
| Contact Person | |
| Phone | |
| Email | |

Boiler Repair Project CiTi Bid B26-0007

The Center for Instruction, Technology & Innovation (CiTi) is seeking bids on behalf of the Mexico Academy & Central School District for the services of a contractor to repair one (1) boiler.

BID TIMELINE

Bid Issued Friday, October 31, 2025

Pre-Bid Walkthrough/Site Inspection Wednesday, November 5, 2025 at 9:00 a.m.

Location: Mexico High School (3338 Main Street, Mexico)

A guided walkthrough will convene at the school's visitor
entrance. The visitor entrance is located around behind the
building, adjacent to the staff parking lot. A valid driver's

license or government issued ID must be presented upon arrival.

Bid Questions Due* Wednesday, November 5, 2025 at 9:00 a.m.

Response to Questions** Wednesday, November 5, 2025 by 4:30 p.m.

Bid Responses Due Friday, November 14, 2025 at 11:00 a.m.

Anticipated Award Thursday, November 20, 2025 at the

MACS Board of Education Meeting

Anticipated Contract Term Onetime purchase as determined by MACS

on/after November 21, 2025

NOTE: The Pre-Bid Walkthrough/Site Inspection is NOT a requirement in order to submit a response to this bid. Prospective bidders are, however, strongly encouraged to attend.

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^{*}Questions regarding this bid may be emailed to Amy Rhinehart, School Purchasing Officer, at purchasing@citiboces.org.

Questions should NOT be directed to the Mexico Academy & Central School District.

^{**}Responses to questions will be answered in the form of an addendum and posted on CiTi's public website (www.citiboces.org/cooperativepurchasing).

Section I: Specifications

1. Introduction

This bid, conducted by the Center for Instruction, Technology & Innovation (CiTi), is for the repair of a boiler at Mexico High School.

NOTE: The purpose of this bid to select one (1) contractor that will best satisfy the requirements for the work listed herein. This bid does not commit CiTi or MACS to pay any costs incurred in the preparation of bids. Any factual information contained in this bid is for informational purposes only and is subject to independent verification by the bidder – IE, it is in a bidder's best interest to attend the pre-bid walkthrough and site inspection on November 5, 2025 at 9:00 a.m. to visit the location, see the boiler and visualize the scope of work.

2. Requirements

The Contractor shall perform all work in the contract with due regards for safety and health of the employee and the public. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) Standards including but not limited to 29 CFR Part 1926, regarding the safety and protection of person employed in construction and demolition work.

The Contractor shall perform all work in accordance with State, Federal and Local regulations and guidelines. All permits, if required, for project installation, waste removal, and transporting of equipment must be secured by the vendor and any cost included in their bid pricing.

The Contractor shall provide and erect adequate barricades, railings, overhead protection, safety nets, etc. to protect the work and safeguard the public and work crew. Provide proper signs, warning signs, flags, lights and/or written notification to all personnel and property owners in immediate and surrounding affected areas (if applicable), notifying them of the duration of the construction operations. All such protection shall comply with the requirements of the proper authorities having jurisdiction.

The Contractor shall protect hallways, walkways and paths, keeping them free of obstructions and maintained in a safe and satisfactory condition.

3. Scope of Work

Tube replacement in the 1987 Cleaver Brooks Steam Boiler (CB-200-150, Serial # L-83845, 15psi) at Mexico High School.

Contractor must provide all materials, equipment, and labor* required to remove and replace ninety-eight (98) 2-1/2" diameter x 138" long flanged boiler tubes. Boiler must be fully operational upon completion of work.

Bid price must include:

- Re-gasket and close both the water and fire side of the boiler
- Fill, pressure test, boil out, drain and rinse system
- One (1) year material and labor warranty to cover any material defects and leaks associated with the work
- Debris removal**

4. Pre-Bid Walkthrough/Site Inspection

A pre-bid meeting will occur on Wednesday, November 5, 2025 at 9:00 a.m. at Mexico High School. Mexico High School is located at 3338 Main Street, Mexico, NY 13114. The walkthrough will convene at the school's visitor entrance and contractors will be escorted to the boiler room. The visitor entrance is located around behind the building, adjacent to the main staff parking lot. Contractors are highly encouraged to attend this walkthrough to acquaint themselves with the boiler and work conditions.

Before submitting a proposal, Contractors must (a) Examine the Contract Documents thoroughly; (b) Familiarize themselves with the local conditions that may in any manner affect cost, progress of performance of work; (c) familiarize themselves with federal, state and local laws, ordinance, rules and regulations that may in any manner effect cost, progress or performance of work and (d) study and carefully correlate vendor's observations with the proposed document.

5. Project Schedule

All on-site work is to be performed at a mutually agreed upon date.

^{*}Prevailing wage rates apply. See #9.

^{**}Any and all debris generated as part of the work shall be removed by the contractor, at the contractor's expense, upon completion of the project. This includes the disposal of the old tubes.

6. Pre-Work Conference

The awarded contractor must schedule a Pre-Work Conference with MACS at a mutually agreeable time prior to starting any work. At this conference, the contractor shall present Certificates of Insurance (see #11 below) and discuss a proposed timeline.

7. Descriptive Literature

If applicable, the awarded contactor must provide MACS with Safety Data Sheets for any chemicals utilized.

8. Toxic Substances

If applicable, the awarded must supply information on any Items which contain any substance that is listed in the latest printed edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substance, or which has yielded positive evidence of acute or chronic health hazards in human, animal, or other biological testing. Such information shall be sent with an order and shall be in conformance with New York State Law. Such information shall include:

- a. The name or names of the toxic substance including the generic or chemical name;
- b. The trade name of the hazardous chemical and any other commonly used name, if known:
- c. The level at which exposure to the substance is determined to be hazardous, if known;
- d. The acute and chronic effects of exposure at hazardous levels;
- e. The symptoms of such effects;
- f. The potential for flammability, explosion, and reactivity of such substance;
- g. Appropriate emergency treatment;
- h. Proper conditions for safe use and exposure to such toxic substance;
- i. Procedures for clean-up of leaks and spills of such toxic substance;

9. Prevailing Wage

A New York State Department of Labor (NYSDOL) Prevailing Wage Rate Case Number has been assigned to this project. The PRC case number is 2025013538. The awarded contractor agrees to abide by the Prevailing Wage Schedule and understands that a certified copy of payroll must be submitted as a condition of invoice payment.

To access the prevailing wage rate schedule for this project, enter the PRC number at the following New York State Department of Labor webpage: https://apps.labor.ny.gov/wpp/doFindProject.do

Complete NYSDOL requirements can be viewed at: https://dol.ny.gov/public-work-and-prevailing-wage.

Upon issuance of the Notice of Acceptance/Contract Award, the CiTi and/or MACS will notify the NYSDOL with the following information:

- Contractor name, address, and federal employer identification number;
- Contract amount;
- Approximate start and completion dates.

10. NYSDOL Requirements for OSHA 10 Compliance

If the resultant contract is \$250,000 or more, the Contractor must certify that every worker employed for this project has completed an OSHA 10 safety training course prior to performing any work on the project. Valid proof of completion of the OSHA 10 training course includes copies of bona fide course completion card and training roster, attendance record, or other documentation from the certified trainer. Simply attesting that all employees have completed the course is not sufficient proof of completion.

11. Insurance

The awarded contractor will be required to submit a certificate of Insurance showing the following minimum coverage:

- Commercial General Liability limit not less than 1,000,000/each occurrence plus \$100,000 property damage (renters or owners)
- 2. Automobile liability insurance limits not less than \$100,000/\$300,000 bodily injury and \$50,000 property damage or a single limit of not less than \$300,000/\$300,000.
- 3. Workmen's compensation and Employer Liability coverage if an employee of the contractor is to be utilized at any time.

Section II: Terms and Conditions

Request(s) for Content Clarification (Questions)

Any questions regarding the content of the bid must be made in writing on the form provided herein and will be accepted up until the date and time identified in the Bid Schedule (See Timeline, page 2). Answers to the questions will be provided to all bidders in the form of a bid addendum. The sole issuing authority of addenda shall be vested in the CiTi Business Office. Any addenda issued shall become part of this bid document.

Bid Due Date

The bidder is requested to submit all **REQUIRED** pages of this bid document, the cover page, along with any other documents in the manner specified in the bid. ONLY sealed bid submissions will be accepted. All bid submissions must be signed (in ink) by a person authorized to legally bind the entity submitting the bid. Typewritten signatures are not acceptable.

SEALED BID SUBMISSIONS: All sealed bid submissions must be enclosed in a sealed envelope or package <u>clearly labeled on the exterior</u> with the words "<u>B26-0007 Boiler</u> <u>Repair Project</u>." Bids must be received by mail or hand delivered to CiTi (and CiTi ONLY) no later than the time and date indicated, at the address shown below. Any bids received after this stated date and time will be returned unopened.

Due date:

Friday, November 14, 2025 at 11:00 a.m.

Bids are to be sent or delivered to:

Amy Rhinehart, School Purchasing Officer Center for Instruction, Technology & Innovation 179 County Route 64 Mexico, NY 13114

Express Mailings:

All express envelopes must be clearly marked with the words "Sealed Bid Enclosed" on the front of the outside envelope. This is important in assuring that the bid is delivered properly. The sealed bid envelope (marked with bid number and name) must be included inside the express envelope.

NOTE: Emailed or faxed bid submissions will NOT be accepted.

Damaged/Illegible Bids

CiTi is not responsible for any bid or portion of a bid submittal that has been damaged or destroyed while in transit to CiTi. Bidders should take the necessary precautions to ensure that their submittal is received intact. Illegible bids, diskettes or documents will be rejected.

Late Bids

Bids received by the CiTi Purchasing Office after the submittal deadline shall be returned unopened and will be rejected. CiTi is not responsible for lateness of mail, carrier, etc. and the date/time stamp in the CiTi Purchasing Office shall be utilized in all cases to determine the official time of receipt.

Altering Bids

Bids cannot be altered or amended after the submittal deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the authorized signer of the bid, guaranteeing authenticity.

Exclusion

No oral, electronic, telegraphic, telephonic, or faxed bids will be considered.

No Submittal

Should the bidder not wish to submit at this time but wishes to remain on the list for future bids, please complete and return the NON-BIDDER'S RESPONSE FORM (included in this bid packet).

Contract/Agreement

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of CiTi and/or MACS.

Contract Administrator

MACS will designate a contract administrator with the responsibility to ensure compliance with all the contractual terms and conditions, including, but not limited to, the inspection and acceptance of the service(s) provided. The contract administrator will serve as liaison between the school district and the successful bidder.

Claims and Disputes

Claims for damage to equipment or disputes regarding obligations under the Contract must be made in writing to MACS (Jolean Bliss, School Business Executive AND Michael Wood, Director of Facilities) within 7 days after occurrence of the event giving rise to the claim or dispute as a condition precedent to any further action on the claim. Notice of the claim or dispute must be stated with sufficient specificity to allow an adequate investigation to be made.

Dangerous/Defective Conditions

In the event the Contractor encounters any dangerous and/or defective physical conditions on the district's premises, the contractor shall promptly give notice to MACS (Jolean Bliss, School Business Executive AND Michael Wood, Director of Facilities), but in no event later than 7 days after the first observance of the condition.

Other Terms and Conditions

- a) Conflict Of Interest: No public official from the State of New York, County of Oswego or any local governmental unit located within the above counties shall have an interest in the agreement.
- b) Venue: This bid will be governed and construed according to the laws of the State of New York. The parties further agree by submission of a bid, all bidders agree that any dispute arising hereunder shall be litigated in a Court of competent jurisdiction situated in Oswego, New York, for any actions brought under this bid.
- c) Silence of Requirements: The apparent silence of these terms and conditions as to any detail or to the apparent omission from it of the description concerning any point shall be regarded as meaning that only the best business practices are to prevail. All interpretations of these requirements shall be made on the basis of this statement.
- d) Termination Rights: MACS shall have the option, in its sole discretion, to terminate an award agreement, at anytime during the term hereof, for convenience and without cause. The school district shall exercise this option by giving the contractor written notice of termination. The notice shall be at least 30 days and shall specify the date on which the termination shall become effective. In such instances, the contractor will be required to remove all equipment(s) and supplies at its own expense in a timely manner.
- e) Indemnification: The successful bidder shall indemnify and save CiTi/MACS and all CiTi/MACS employees/representatives harmless from and against all claims, demands, losses, costs, damages, suits, actions and proceedings by whomsoever made, brought or prosecuted and in any manner based upon arising out or, related to, occasioned by or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right by the articles, methods, processes or act employed by, or plans, drawings, specifications another written data provided by, the successful bidder or its employees in concern with providing services(s) hereunder (including, without limitations, legal expenses on a solicitor and client basis).

The provisions of this section shall survive the expiration or sooner termination of this agreement.

f) Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of CiTi or MACS. Any contact between a bidder and a CiTi and/or MACS employee, board member, other than with the purchasing office, shall be grounds for disqualification.

- g) Compliance: All product(s) must comply with all federal, state, county and local laws concerning this type of product(s) and the fulfillment of all ADA (American with Disabilities Act) requirements.
- h) Drug/Smoke Free: MACS maintains a drug and smoke free workplace. Use, possession or under the influence of drugs and / or alcohol or smoking while in performance of the agreement is strictly prohibited.
- i) Non Discrimination Requirements: In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, non-discrimination provisions, the bidder agrees that neither it not its subcontractors shall be reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Agreement.
 - CiTi and MACS does not discriminate on the basis of sex in the educational program or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 no to discriminate in such a manner. This policy of non-discrimination includes the following areas; recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational program; course offering and student activities.
- j) Executory Clause: This contract shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal obligation to request, appropriate or make available monies for the purpose of the contract.
- k) Payment to be made upon completion of services rendered, receipt of an invoice and certified payrolls. The awarded contractor may bill in stages, as work progresses and gets completed.
- I) Tax Exemption: No charge will be allowed for Federal, State, or Municipal Sales and Excise taxes, from which the Board of Education is exempt. The prices bid shall be net and shall not include the amount of any such tax. As provided by Section 529.2 (a)(3)(b)(2) of the Sales and Use Tax Regulations exemption is evidenced by a valid purchase order issued by the Board of Education.
- m) Acceptance/Rejection: CiTi and/or the MACS Board of Education will accept this bid as a whole, or individual area, or in its discretion will reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law.
- n) 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.

Section III: Evaluation and Award

Evaluation Criteria

Evaluation criteria have been established to assist CiTi in determining which bidder most nearly satisfies the requirements of the needs of the Mexico Academy & Central School District. The criteria listed below are not of equal value or decision weights. CiTi/MACS will select the lowest responsive bid, taking into consideration the evaluation of the following criteria:

- Total cost to MACS
- 2. Services offered are in compliance with the scope of services.
- 3. Bidder's experience and performance in providing services(s) to other similar facilities or customers.
- 4. Bidder's submittal of required documents.

Evaluation of Bids

- 1. Either the CiTi School Purchasing Officer and/or a MACS evaluation committee will evaluate each bid submitted.
- 2. During the bid evaluation period all communication shall be directed to the CiTi School Purchasing Officer.
- 3. Each bid will be evaluated according to the following process to determine if it meets the evaluation criteria outlined in this bid.

STEP ONE: To determine whether the bid conforms to the following minimum criteria for consideration. This includes submitting all required pages and forms. Bid responses failing to submit the necessary documentation may be rejected without further evaluation.

STEP TWO: Each bidder's experience will be examined.

STEP THREE: Total cost.

Qualifications of a Bidder

CiTi and/or MACS may deem it necessary to initiate an investigation to determine the ability of a bidder to perform the work. The bidder shall furnish to CiTi all such information and data for this purpose as may be requested.

The Board of Education reserves the right to reject any bid if the evidence submitted by or if an investigation of such bidder fails to satisfy the Board of Education that such bidder is not properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Conditional bids will not be accepted.

Disqualification of a Bidder & Rejection of a Bid

Any one or more of the following, among others, may be considered sufficient for the disqualification of a bidder and the rejection of the bid.

- 1. Evidence of collusion among bidders.
- 2. Failure to satisfy the submittal requirements of the bid
- 3. Lack of responsibility as shown by past work, reference, or other factors.
- 4. Default or termination of other contracts or agreements.
- 5. Illegible or vague bids.
- 6 Other causes as deemed appropriate at the board's sole and absolute discretion.

Final Selection

The final selection will be in an aggregate manner to the lowest responsive, responsible bidder who complies with the overall requirements of this bid document. The award is slated to take place at the CiTi Board of Education Meeting on November 20, 2025.

Notice of Award

Following the Board of Education Award, an award determination notice will be sent to the awarded contractor and all bidders of record.

Contract Type and Term

This is a single, one-time bid and contract for the Mexico Academy & Central School District. As such, the intent is to complete the services outlined in the specifications with work commencing on a mutually agreed upon date on/after November 21, 2025. There will be no guarantee for any ongoing services and/or no promise of additional work or service.

Boiler Repair Project Bid B26-0007

at the Mexico Academy & Central School District

BIDDERS ACKNOWELDGEMENT AND UNDERSTANDING OF THE BID SPECIFICATIONS, SCOPE AND TERMS AND CONDITIONS

| VENDOR NAME: | | - | |
|--|--|--|---|
| ADDRESS: | | - | |
| | | - | |
| PHONE: | | - | |
| FAX: | | - | |
| | | | |
| instructions to bidders, spec service, hereby proposes wi listed on the attached bid fo requirements as outlined. A intercedes on the Bidder's b | ance with this invitation to bicifications, all conditions and thout reservation or alternatorm(s), and shall be held FIRN dditionally, the Bidder, Bidder also agrees to hold the potentially could be caused | any/all appendices a tion to furnish the ser M. The contractor will er affiliates and any o e CiTi and MACS harm | ffecting the prescribed vice requested. Prices are be expected to adhere to ther agency that less and not responsible |
| Signed: | | | |
| Printed Name: | | | |
| Title: | | | |
| Date: | | | |
| | | | |

Boiler Repair Project Bid B26-0007

at the Mexico Academy & Central School District

SCOPE AND QUOTE SHEET

| Company (Bidder) Name: | | |
|--------------------------------|---|----|
| (i.e. hazardous material hand | nclude all supplies, materials, labor (prevailing wage appling, transportation, freight and delivery, and/or any of all line items charges of any kind will be permitted. | • |
| I wish to submit the following | bid for boiler repair as specified in the SCOPE OF WOF | RK |
| | | |
| | Written in Figures | |
| | | |
| instructions to bidders, gener | ce with this invitation to bid and having carefully examal specifications, and all terms and conditions affecting urnish snow removal services. | |
| Signed: | | |
| Printed Name: | | |
| Title: | | |
| Business Phone: | | |
| Emergency Phone: | | |
| Date: | | |

Boiler Repair Project Bid B26-0007

at the Mexico Academy & Central School District

REFERENCES

| Bidd | er Name: | | |
|----------------------|-----------------|---|-----|
| Year | s in Business: | | |
| | | | |
| Refe year: | | e two (2) references for similar projects completed within the last two (| (2) |
| | Business Name: | | |
| | Contact Person: | | |
| | Phone: | | |
| | | | |
| | Business Name: | | |
| | Contact Person: | | |
| | Phone: | | |

Boiler Repair Project Bid B26-0007

at the Mexico Academy & Central School District

CERTIFICATION OF COMPLIANCE, LABOR REGULATIONS (Page 1 of 2)

PRC#: 2025013538 Acceptance Status: Accepted Article 8 Type of Contracting Agency: Local School District **Contracting Agency** Send Reply To Mexico Academy & Central Schoo **Amy Rhinehart** Jolean Bliss Managing Agency School Business Executive 179 County Route 64 Mexico NY 13114 16 Fravor Road Mexico NY 13114 (315) 963 -4253 (315) 963-8400 Ext: 5407 arhinehart@citiboces.org jbliss@mexicocsd.org **Project Information** Project Title Boiler Repair Project Description of Work Tube replacement in a steam boiler at the high school Contract Id No. B26-0007 Boiler Project Locations(s) Mexico High School Route No / Street Address 3338 Main Street Village / City Mexico Town Mexico State / Zip NY 13114 Nature of Project Other Reconstruction, Maintenance, Repair or Alteration

Applicable Counties

Oswego

Link to Wage Schedule:

https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1598866

Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Approximate Bid Date 11/14/2025

Boiler Repair Project Bid B26-0007

at the Mexico Academy & Central School District

CERTIFICATION OF COMPLIANCE, LABOR REGULATIONS (Page 2 of 2)

The contractor named below certifies compliance with all applicable labor laws and regulations of the State of New York and the United States of America including the following:

1. Prevailing Wage Rate (PRC# 2025013538)

The contractor agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the State of New York.

- Where delivery and installation of material is required, the contractor agrees to comply with Article 8 Public Work, of the NYS Labor Law and its current prevailing wage schedule.
- Where delivery in place is required, the contractor agrees to comply with Article 9,
 Prevailing Wages for Building Service Employees, of the NYS Labor Law and its current prevailing wage schedule.

2. Social Security Taxes

The contractor promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes.

3. Labor Laws

The contractor certifies compliance with all the provisions of laws in the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulations, the General Municipal Law, the Workers Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, and any and all regulations promulgated by the State of New York, insofar as the same shall be applicable to the contract awarded to the contractor.

| Company Name: | |
|---------------|--|
| Printed Name: | |
| Title: | |
| Signature: | |
| Date: | |
| 6 . 6 | |

SECTION V: Bid Forms (REQUIRED)

Boiler Repair Project Bid B26-0007

at the Mexico Academy & Central School District

BID PROPOSAL CERTIFICATIONS

I. General Bid or Proposal Certification

The proposer certifies that it will furnish, the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Proposal Certification

By submission of this proposal, the proposer certifies that it is complying with Section 103-d of the General Municipal Law as follows: 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-Collusion 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 his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (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 award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph A(1).
- **C.** 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 good sold or to be sold, where competitive bidding is required by stature, rule, regulation or local law, and where such bid contains the certification referred to in subdivision A 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.

III. Conflict of Interest Certification

A. Each bidder must state, by signing below, that no officer of any participating school district, or any member of any related Board of Education, including The Center for Instruction, Technology & Innovation, or the specific governing body, is, as defined within the General Municipal Law provisions relating to conflicts of interest, directly or indirectly financially involved in this bid proposal.

| Business Name | 4 |
|----------------------|------------------|
| | |
| Authorized Signature | Please sign here |
| Title | |

SECTION V: Bid Forms (REQUIRED)

Boiler Repair Project Bid B26-0007

at the Mexico Academy & Central School District

EXCEPTIONS, LIMITATIONS OR DEVIATIONS TO BID SPECIFICATIONS AND CONDITIONS

This page must be completed and signed by the vendor in order for your bid to be considered by the Center for Instruction, Technology & Innovation.

A. If any exceptions, limitations or deviations to the bid conditions and specifications are part of your bid, you must check box 1 (below) and indicate the limitation on this page.

| 1. The follo | wing limitations, exceptions or deviations are included in this bid: |
|---------------------|--|
| | |
| | |
| | |
| | |
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| B. If no exceptions | or limitations are part of your bid, you must check box 2 (below). |
| 2. No Lim | itations, Exceptions or Deviations Apply |
| | |
| Business Name | |
| Authorized Signatu | ire Please sign here |
| Title | |

SECTION V: Bid Forms (REQUIRED)

Boiler Repair Project Bid B26-0007

at the Mexico Academy & Central School District

CERTIFICATION OF COMPLIANCE IRAN DIVESTMENT ACT OF 2012

The Bidder/Contractor named below certifies compliance with The State of New York Iran Divestment Act of 2012 (Act), Chapter 1 of 2012 Laws of New York, State Finance Law subsection 165-a including the following:

- 1. By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.
- 2. Bidder/Contractor certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.
- **3.** Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.
- 4. During the term of the Contract, should CiTi or the School District receive information that Bidder/Contractor (as defined in the General Conditions) is in violation of the above-referenced certifications, CiTi or the School District will review such information and offer the Bidder/Contractor (or any assignee) an opportunity to respond. If the Bidder/Contractor (or any assignee) fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then CiTi or the School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.
- 5. CiTi and/or the School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

If the Bidder/Contractor is unable to certify that his/her name and the name of the Bidder/Contractor does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law, a signed statement setting forth in detail why it cannot be certified will be attached to this form.

| Please sign here |
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SECTION V: Bid Forms

Boiler Repair Project Bid B26-0007

at the Mexico Academy & Central School District

QUESTION FORM

ALL questions with regard to this Bid **MUST** be faxed to the attention of Cooperative Purchasing on this form and emailed to: purchasing@citiboces.org.

No questions will be entertained by any other means. All questions must be submitted at by <u>9:00 a.m. on Wednesday, November 5, 2025</u>. Questions received after this time may not be addressed.

| | _ | |
|------------------|-------|--|
| | Date | |
| Telephone number | Email | |

SECTION V: Bid Forms

Boiler Repair Project Bid B26-0007

at the Mexico Academy & Central School District

NON-BIDDER'S RESPONSE FORM

The Center for Instruction, Technology & Innovation (CiTi) is interested in ascertaining reasons for a prospective bidder's failure to respond to a bidding opportunity. If your company is <u>not</u> responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and email the form to <u>purchasing@CiTiboces.org</u>

| We a | re not responding to this bidding opportunity for the following reason(s): |
|-------|--|
| | _ We are unable to bid at this time, but please keep our name on this vendor list |
| | _ Services we provide do not meet the specifications provided. |
| | _ Specifications not clearly understood or applicable (too vague, too rigid, etc.). |
| | Contract is too small or too large (Please specify). |
| | _ The time provided was insufficient for preparation of bid. |
| | _ An incorrect address was used. Our correct mailing address is: |
| | Another branch or division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: Other: |
| | |
| Vend | or Name Date |
| Telep | hone number |
| Email | |

SECTION VI: Legal Notice

BOARD OF COOPERATIVE EDUCATIONAL SERVICES SOLE SUPERVISORY DISTRICT OSWEGO COUNTY NOTICE TO BIDDERS

The Board of Cooperative Educational Services of Oswego County, known as the Center for Instruction, Technology & Innovation (CiTi), in accordance with Section 103 of Article 5-A of the General Municipal Law is seeking bids on behalf of the Mexico Academy & Central School District for a BOILER REPAIR PEOJECT, Bid Number B26-0007.

BID INFORMATION

Specifications, general information and bid documents may be obtained at the Center for Instruction, Technology & Innovations (CiTi) Purchasing Department, 179 County Route 64, Mexico, NY 13114 between the hours of 9:00 a.m. and 4:00 p.m. daily, except Saturdays, Sundays or Holidays, by calling 315-963-4253, by e-mailing purchasing@CiTiboces.org or at the website: www.CiTiboces.org/cooperativepurchasing.

SUBMISSION OF BIDS

Sealed bids will be received until 11:00 am EST on Friday, November 14, 2025 by CiTi School Purchasing Officer Amy Rhinehart at CiTi BOCES, 179 County Route 64, Mexico, NY 13114.

OPENING OF BIDS

Bids will be opened and read aloud at 11:01 am EST on November 14, 2025, at CiTi BOCES, 179 County Route 64, Mexico, NY 13114.

PRE-BID WALKTHROUGH/SITE INSPECTION

Molicca Allard Citi Clark of the Board

A pre-bid meeting will be held to give bidders an opportunity to inspect the site and answer questions that may arise. The meeting will convene at 9:00 a.m. on Wednesday, November 5, 2025 at Mexico High School (3338 Main Street, Mexico, NY 13114). Please meet at the school's visitor entrance which is located around behind the building.

| vielissa Aliai u, Citi Clerk Of the Board | | | | | | |
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Slated to appear in CiTi's legally designated newspaper, The Palladium Times, on 11/4/2025