

Board of Education
Webster Central School District
Webster, New York 14580

SPECIFICATIONS AND BID FORM

FOR

Pressure Washer System

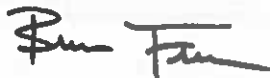
In accordance with the provisions of Section 103 of the General Municipal Law, an advertisement for bids was published in the *Webster Herald* on **June 11, 2025.** As stated in such notice, bids will be publicly opened and read at the Webster Central School District Administration Office, 119 South Avenue, Webster, New York 14580, on **Wednesday, June 25, 2025 at 10:00 a.m.**

Name of Bidder _____

Address of Bidder _____

Phone Number and
Contact Person _____

Webster Central School District



Brian Freeman
Assistant Superintendent for Business

All invitations to bid issued by the Webster Central 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.

INSTRUCTIONS TO BIDDERS

1. OPENING OF BIDS

1.A. Bids will be opened at the time and place set forth in the advertisement. Every bid received before that time or authorized postponement thereof, will be opened and publicly read aloud. Bidders and other persons properly interested may be present in person or by representative.

1.B. Any bid may be withdrawn prior to the advertised time for the opening of bids or authorized postponement thereof.

1.C. Any bid received after the time and date specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of mail by employees of the School District. Whether sent by mail or by personal delivery, the bidder assumes responsibility for having the bid deposited on time and at the specified place.

1.D. No bidder may withdraw a bid within one-hundred-twenty (120) days after the actual opening thereof.

1.E. Conditional bids will not be accepted.

2. PREPARATION OF BIDS

2.A. Proposals must be submitted on prescribed forms and in accordance with the instructions provided. Initial all sheets in the space provided. Do not separate these sheets.

2.B. Bids, Quotations, or Amendments will not be accepted by telephone, telegraph or by fax machine.

2.C. All blank spaces must be filled in, in ink or by typewriter. All required information shall be legible; vague or illegible bids will be rejected. No alteration, erasure, or addition is to be made in the typewritten or printed matter. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable. All price extensions must be complete.

2.D. The non-collusive bidding certificate must be signed and included with each bid as required by General Municipal Law, Section 103-d. A "Bid Proposal Certification" is attached and forms a part of the bid proposal. Failure to sign this statement will constitute grounds for rejection of bid.

2.E. Each bidder must state that no officer of the School District or member of the Board of Education is directly or indirectly interested in the proposal.

2.F. Each proposal shall be submitted in a plain, opaque, sealed envelope and shall have clearly designated on the outside of the envelope the name and address of the bidder, the bid title for which the bid is submitted, and the date and time of the bid opening for which the proposal is submitted.

2.G. For all proposals forwarded by mail, the envelope containing the proposal must be enclosed in another envelope addressed to the School District.

2.H. All information required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.

Bidder's Initials _____

2. I. 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.

3. GENERAL CONDITIONS

DEFINITIONS:

"School District" - shall refer to the Webster Central School District.

"Notice to Bidders" - A formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies, and equipment described by the specifications.

"Board" - The Board of Education of the Webster Central School District.

"Bid" - An offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specifications.

"Bid Offer" - The form on which the bidder submits his bid.

"Bidder" - Any individual, company, or corporation submitting a bid.

"Contract" - A notice to the successful bidder by the issuance of a purchase order; also all documents relating to the transaction, including, but not limited to, the bid offer of the successful bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications; also a formal document signed by the successful bidder and the school district representative.

"Successful Bidder" - Any bidder to whom an award is made by the school district.

"Contractor" - Any bidder to whom a contract award is made by the Board of Education.

"Specification" - Description of materials, supplies, and/or equipment and the conditions for its purchase.

3.A. All deviations from the specifications must be clearly set forth in the space provided in the bid for this purpose.

3.B. Unless specifically indicated, the brands specified herein are provided to establish the quality level desired. In all specifications, the words "or equal" are understood after each article giving a 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, the manufacturer name, and detailed descriptions of the item proposed to be furnished. Otherwise, bid will be construed as submitted on the identical item as specified.

3.C. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid samples.

3.D. If bidding on items other than those specified, the bidder must provide, within 48 hours of the bid opening, a sample of the item. The decision of the school district as to whether an alternate or substitution is in fact "equal" shall be final. If the sample is not in accordance with the requirements of the specification, the school district may reject the bid.

Bidder's Initials _____

3.E. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are submitted subsequent to bid opening, they shall be furnished free of charge and must be accompanied by descriptive memorandum. Award samples will be held for comparison with deliveries. Samples, when requested, must be submitted to the District for evaluation within a 1-5 day period from the bid opening. No charge would apply during the 10-15 day review period.

3.E. (a) All quantities listed herein are the estimated total requirements. They should not be construed to represent guaranteed maximum or minimum quantities to be ordered during the contract period. The only commitment on the part of the district to order is represented by a purchase order.

3.F. 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 made in writing, addressed to the school district business office, 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 will become part of the contract documents.

3.G. The School District is exempt from Federal, State, Local, manufacturer's, excise, floor or sales taxes and for that reason, the bid price will exclude all such taxes.

3.H. Unless otherwise specified, bid prices shall include freight and handling costs, inside delivery at the building specified and any installation costs. The Bid price should include all expenses necessary for the complete performance of the contract.

3.I. 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 may be rejected.

3.J. 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.

3.K. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the lower of the prices will govern. Prices shall be extended in decimals, not fractions, to not more than two (2) significant places.

3.L. Sales to school districts are not affected by any fair trade agreements. (General Business Law, Sec. 369-a, sub. 3)

3.M. At the same time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the contract documents. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

4. AWARD

4.A. 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 or equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required, and the terms of the delivery. The Board may make such investigation as they deem necessary to determine the ability of the bidder to perform the work. The bidder will furnish the Board with any and all such information and data for this purpose as the Board may request.

4.B. 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 best judgment the best interests of the district will be served.

Bidder's Initials _____

4.C. The district reserves the right to reject bids and to purchase items on state, county or BOCES contract if such item can be obtained on the same terms, conditions, specifications and at a lower price.

4.D. The school district reserves the right to make awards within one-hundred-twenty (120) days after the date of the bid opening during which period bids may not be withdrawn.

4.E. If two or more bidders submit identical bids as to price, the decision of the board to award a contract to one of such identical bidders shall be final (General Municipal Law, Sec. 103, sub. 1). Further, in accordance with Executive Order #10936, dated April 24, 1961, and issued by the President of the United States, any identical bids received must be reported to the Office of the Attorney General, Washington, D.C.

4.F. Where a bidder is required to submit a bid on individual items and also on a total sum or sums, the right is reserved to award contracts on individual items or on total sums, whichever is in the best interests of the school district.

5. GUARANTEES BY THE SUCCESSFUL BIDDER

The successful bidder guarantees:

5.A. his products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

Bidder's Initials_____

5.B. to furnish adequate protection from damage for all work and to repair all 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.

5.C. to carry adequate insurance to protect the school district from loss in case of accident, fire, theft etc.

5.D. that all deliveries will be equal to the accepted bid sample.

5.F. qualification as a bidder as follows:

No bid will be considered unless the person, firm, or corporation submitting the bid can meet the following conditions, and if required, shall certify its ability to them.

1. The bidder must have been engaged in work similar to that required at least five years.
2. The bidder will protect, at his own expense, the Board of Education from all claims arising as a result of this contract.
3. The bidder is not in bankruptcy or in the hands of receivers.

6. DELIVERY

6.A. Delivery shall be made on a delivery schedule reached in agreement with the district. The district will not accept any deliveries on Saturdays, Sundays or legal or school holidays, except where such deliveries are agreed to in advance by the district.

6.B. Items will be securely and properly packed for shipment, storage, and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, etc. Cartons shall be labeled with purchase order 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.

6.C. The successful bidder shall be responsible for the delivery of items in good condition at the point of destination. He shall file with the carrier all claims for breakage, imperfections and other losses, which will be deducted from invoices. The school district will note for the benefit of the successful bidder when packages are not received in good condition.

6.D. Delivery must be in accordance with the instructions to bidders and specifications. If delivery instructions do not appear in the specifications, prompt delivery is assumed. The decision of the school district as to reasonable compliance with delivery terms shall be final.

6.E. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the school district. The successful bidder will be required to furnish proof of delivery in every instance.

Bidder's Initials _____

6.G. All deliveries shall be accompanied by delivery or packing slips. These slips shall contain the following information for each item delivered: Purchase Order Number, Name of Article, Item Number, Quantity, Name of the successful Bidder

6.H. Title for any item will not pass until the item has been delivered and accepted by the district.

6.I. Purchase orders will be issued individually for each school and items are to be packaged, marked and delivered to each school.

7. CONTRACT

7.A. Each bid will be received with the understanding that the acceptance thereof in writing by the board, 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 price and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder and to pay for at the contract prices, all items ordered and delivered.

7.B. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in the bid, will be considered sufficient notice of the acceptance of the contract.

7.C. If the successful bidder fails to deliver as ordered, or 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 shall be deducted from contract quantity. After receipt of an order, the vendor agrees to notify the district for any out-of-stock items within three (3) working days of receipt of order. The vendor may make no substitutions for out-of-stock items without the district's advance approval. If the district is forced to purchase out-of-stock items from another vendor, and no substitution can be made, original vendor must pay the difference.

7.D. A contract may be canceled at the successful bidders expense upon nonperformance of contract.

7.E. When materials, equipment or supplies are rejected, they must be removed by the successful bidder from the premises of the school within ten days of notification. Rejected items left longer than ten days will be deemed as abandoned, and the school district will have the right to dispose of them as its own property.

7.F. No items are to be shipped or delivered until receipt of an official purchase order signed from the purchasing agent from the school district.

7.G. Cancellation of contract for any reason may result in the removal of the successful bidders name from the mailing list for future proposals.

7.H. 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.

Bidder's Initials _____

- 7.I. Where quantities are specified they are estimated and actual orders may deviate from the specified quantity.
- 7.J. Placement of all purchase orders is contingent upon the successful passage of the School District budget (see pg.8).

8. PAYMENTS

- 8.A. Payment will be made only after the correct presentation of claim forms or invoices as may be required.
- 8.B. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.
- 8.C. Payments of any claim will not preclude the school district from making claim for adjustment an any item found not to have been in accordance with the contract specifications.

9. SAVING CLAUSE

- 9.A. 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.

10. MSDS

- 10.A. The successful bidder shall be responsible to provide Material Safety Data Sheet (MSDS) at time of shipment for all applicable products. MSDS are required before payment can be issued.

11. TITLE IX REGULATION

- 11.A. The Webster Central School District is in compliance with the United States Civil Rights Act of 1964 and the Title IX Educational Amendment of 1972, Part 86 and Section 504 of the Rehabilitation Act of 1973. The School District provides equal employment opportunity to all individuals and does not discriminate on the basis of race, color, religion, national origin, sex, age or handicap. Bidders must also comply with Title IX regulations.

12. NEW YORK STATE LABOR LAW (if applicable)

- 12.A. Each laborer, workman, or mechanic employed on this project by the contractor shall be paid no less than the wages specified under New York State Labor Law, a copy of which will be included with the contract. Each laborer, workman, or mechanic employed on this project by the contractor shall be provided with the supplements as required by Article 220 of the New York State Labor Law. Contractor shall not in any manner discriminate against or intimidate any employee hired for the performance of the work under this contract due to race, creed, color, or national origin.

Bidder's Initials _____

DELIVERY

Webster CSD Building & Grounds, 100 Sanford Street, Webster, NY 14580

PRICING

All prices must be guaranteed for ninety (90) days from the date of bid opening.

PURCHASE ORDERS

Delivery of items/services will be directed by the receipt of a Purchase Order only. Non-contract items are prohibited. Exceptions may only be authorized by the Purchasing Agent or his designee prior to delivery.

Bidder's Initials _____

DELIVERY ADDRESSES

Webster CSD Building & Grounds
110 Sanford Street
Webster, NY 14580
(585) 265-6585

Bidder's Initials _____

SPECIFICATIONS

Stainless Steel Pressure Washer System:

- 5Hp 208V 3Ph motor with (1) 2140 Pump 1200 PSI 3.5 GPM
- Includes soap injection and second chemical injection, high PSI wash and rise
- Selector switch with mechanical timer
- Can be set up for hot or cold water wash
- Hose reel manual wynd with 100' high PSI hose and spray gun
- Spray gun has a swivel connection to eliminate hose curl
- Manually operated
- Minimum AHRI certified 0.90 UEF rating
- Tankless water heater(s) rated for 150 PSI working pressure

High Efficiency Hot Water Supply System (instantaneous):

- Natural gas
- 199,000 BTU input each $\frac{3}{4}$ ' flue and $\frac{3}{4}$ air intake
- ETL rated
- Cooper heat exchange
- Electronic ignition
- Flow sensor dual high limits
- thermal expansion tank
- temperature and pressure relief valve
- Operation controls
- Wall mounting rack
- Condensate neutralizing manifold
- Installation includes hanging unit near wash pump, run pipe from heater to pump tank
- (District to supply and install electric, natural gas hook up and vent for hot water heater)

Bidder's Initials _____

IRAN DIVESTMENT ACT

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> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, 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.

During the term of the Contract, should the Webster Central School District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, Webster CSD will review such information and offer the person an opportunity to respond. If the person 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, the Webster CSD 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.

Webster Central 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.

Signature

Title

Date

Company Name

BID FORM

BID TITLE AND OPENING DATE _____

BIDDER _____

BUSINESS ADDRESS _____

TELEPHONE NUMBER _____

The bidder above mentioned declares and certifies that:

1. Said bidder is of legal age and no other bidder has any interest in this bid.
2. The bid is in all respects fair and without collusion or fraud.
3. No board member, officer, or employee of Webster Central School District is in any way interested in any part of this bid.
4. All instructions and requirements of this bid have been examined and are agreed to.
5. All prices are net, exclusive of all sales and excise taxes.
6. In the event of failure of the undersigned bidder to perform as stated in the specifications, contract or purchase order as the case may be, the bid security or pro rata share shall be retained by the school district and the bidder shall also be liable for and agrees to pay on demand the difference between the bid price for which such items shall be subsequently purchased, less the amount of the bid security.
7. The total bid price for items in this bid is:

_____ (\$ _____)
(Unit price for each separate item must be entered on the attached bid sheet)

8. The prices as submitted by the bidder shall be in effect through June 30, 2026.

9. Estimated Delivery Date: _____

Signature of Authorized Company Representative

Name of Company

Bidder's Initials _____

BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business _____

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-d of the General Municipal Law as follows:

Statement of non-collusive bids and proposals to political subdivision of the state. Every bid proposal or 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:

Noncollusive 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 knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the 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 to a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to their customers at the same price, does not constitute, without more, a disclosure within the meaning of subparagraph one (a). Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature (Authorized) _____

Title _____

Date _____

Bidder's Initials _____